

# Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** \_\_\_\_, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and \_\_\_\_\_, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~5295 US 31 South, South Bend, St. Joseph County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be \_\_\_\_ Dollars (\$\_\_\_\_). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit \_\_\_\_\_ Dollars (\$\_\_\_\_) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner  
Indiana Department of Administration  
402 W. Washington St., W479  
Indianapolis, IN 46204

With Copy to: Attorney General  
Office of the Indiana Attorney General  
302 W. Washington St.  
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or

hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

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17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

**In Witness Whereof**, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

**BUYER:**

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Signature

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Printed Name

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Title

**BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:**

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**BUYERS PRIMARY ADDRESS:**

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**SELLER:**

State of Indiana acting through the Indiana Department of Administration.

By \_\_\_\_\_  
For:

## EXHIBIT "A"

Page 1 of 2

Project: 0710784  
Code: 5278  
Form: WL-2  
Key No.: 71-08-36-101-020.000-002  
Parcel: 349 Fee with Partial Limitation of Access

A part of the recorded Plat of Jewell's Plat of Dixie Gardens, recorded in Plat Book 11, page 77 in the Office of the Recorder of St. Joseph County, Indiana, described as follows: Lot Numbered Ten (10), excepting there from 130 feet off the West end of said lot, also a part of Lots Numbered Eleven (11) and Twelve (12), which part is bounded by a line running as follows: Beginning at the Northeast corner of said Lot 11, thence running West on the North line of said Lot 11 a distance of 214 feet; thence Southerly on a line parallel with the Michigan Road, a distance of 70 feet; thence East on a line parallel with the North line of said lot 11, a distance of 214 feet to the East line of Lot 12 and the West line of said Michigan Road; thence Northerly along the west line of said Road, 70 feet to the place of beginning.

The foregoing description was quoted from Instrument Number 9531535 in the Office of the Recorder of St. Joseph.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as U.S. 31 and as project 0710784) to and from the grantor's abutting lands along the lines described as follows:

Commencing at the Northeast corner of Lot 10 of Jewell's Plat of Dixie Gardens; thence along the west boundary of U.S. 31 South 04 degrees 56 minutes 12 seconds West 120.00 feet to the southeast corner of the grantor's land; thence along the south line of the grantor's land South 89 degrees 08 minutes 15 seconds West 75.18 feet to the point of beginning of this description: Thence North 04 degrees 41 minutes 07 seconds East 119.95 feet to the north boundary of the grantor's land and the terminus.

## EXHIBIT "A"

Page 2 of 2

Project: 0710784  
Code: 5278  
Form: WL-2  
Key No.: 71-08-36-101-020.000-002  
Parcel: 349 Fee with Partial Limitation of Access

This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation by Timothy J. Coomes, Indiana Registered Land Surveyor, License Number 20600004, on the 23<sup>rd</sup> day of MAY, 2011.

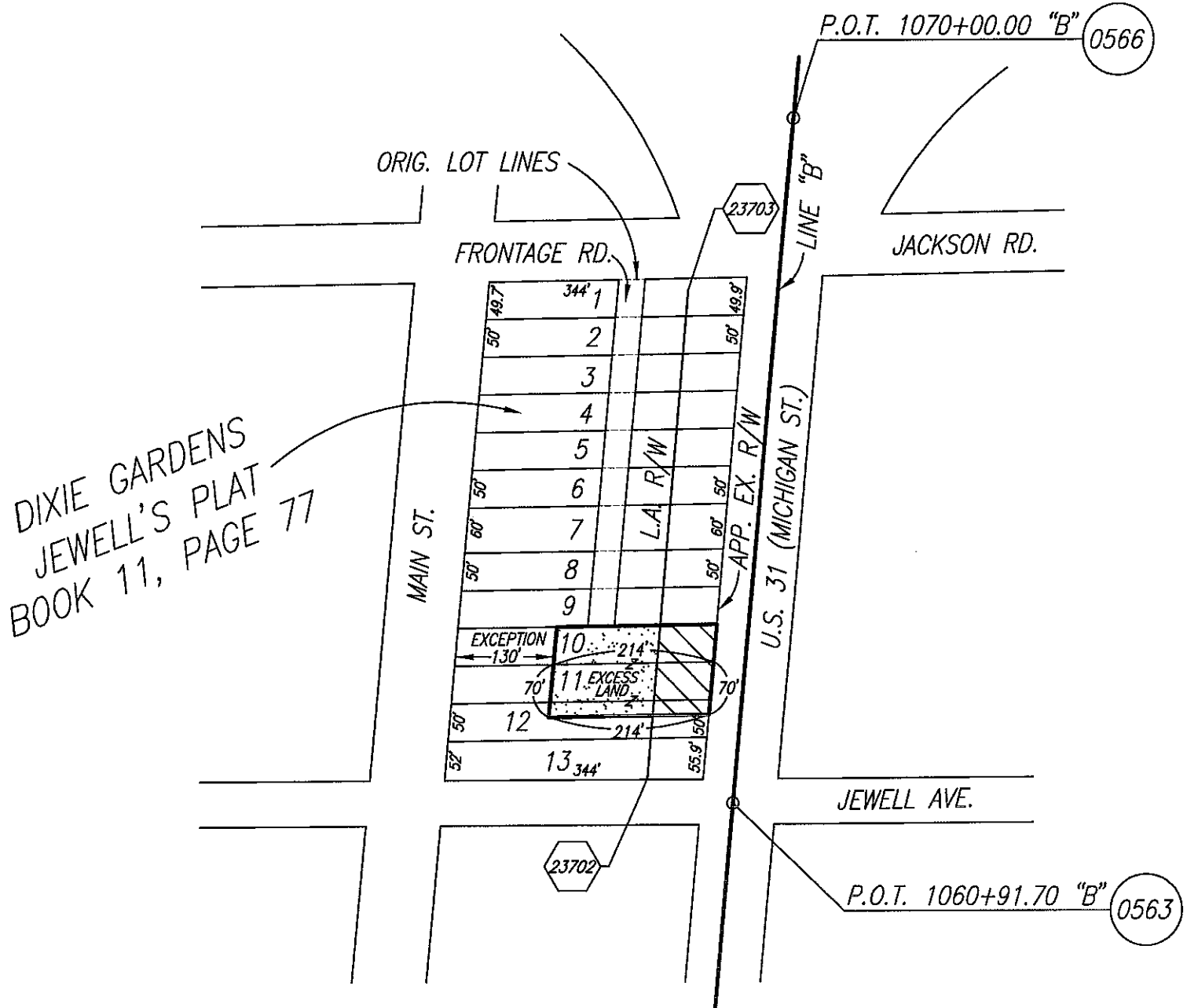


A handwritten signature in cursive script, appearing to read "Tim J. Coomes".

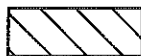


EXHIBIT "B"  
RIGHT-OF-WAY PARCEL PLAT  
Prepared for The Indiana Department of Transportation  
by United Consulting (Job No. 07-431-88)

SHEET 1 OF 2  
0 50 100 200  
SCALE: 1" = 200'



OWNER : PERRIGUEY, MICHELLE L. ET VIR.  
PARCEL : 349  
CODE : 5278  
PROJECT : 0710784  
ROAD : U.S. 31  
COUNTY : ST. JOSEPH  
SECTION : 35  
TOWNSHIP : 37N.  
RANGE : 2E.



HATCHED AREA IS THE  
APPROXIMATE TAKING

DRAWN BY: K.I. CARR 5-17-11  
CHECKED BY: T.J. COOMES 5-18-11  
DES: 0710784

INSTRUMENT NO. 9531535, DATED 9-20-95

Dimensions shown are from the above listed Record Documents.

## PARCEL COORDINATE CHART

Point	Line	Station	Offset	NORTH	EAST
0563*	N/A	-----	-----	-----	-----
0566*	N/A	-----	-----	-----	-----
23702	"B"	1061+15.00	117.16' LT.	101864.5221	63939.5190
23703	"B"	1067+62.65	120.00' LT.	102510.0141	63992.4222

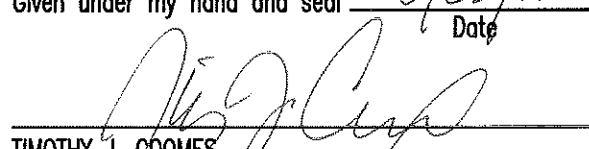
NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST  
COORDINATES AND BEARINGS & DISTANCES.

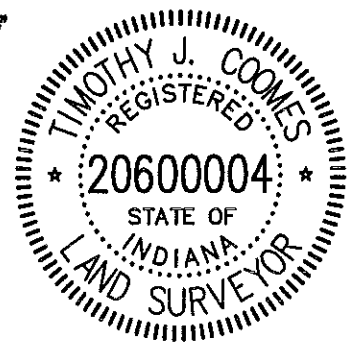
\* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

## SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 0654538 in the Office of the Recorder of St. Joseph County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

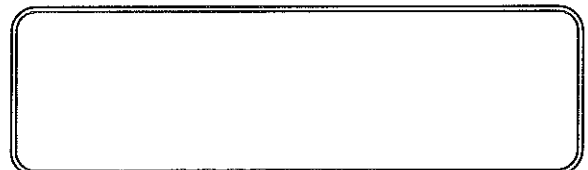
Given under my hand and seal 5/23/11  
Date

  
TIMOTHY J. COOMES  
Registered Land Surveyor No. 20600004  
State of Indiana



OWNER : PERRIGUEY, MICHELLE L. ET VIR.  
PARCEL : 349  
CODE : 5278  
PROJECT : 0710784  
ROAD : U.S. 31  
COUNTY : ST. JOSEPH  
SECTION : 35  
TOWNSHIP : 37N.  
RANGE : 2E.

DRAWN BY: K.I. CARR 5-17-11  
CHECKED BY: T.J. COOMES 5-18-11  
DES: 0710784



## EXHIBIT B

### QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in \_\_\_\_\_ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
**David L. Pippen, Designee for  
Mitchell E. Daniels, Jr. Governor**

State of Indiana )

County of Marion )

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Notary signature: \_\_\_\_\_

Notary name printed: \_\_\_\_\_

My commission expires: \_\_\_\_\_ I reside in \_\_\_\_\_ County

[illegible]

Notary signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_ I reside in \_\_\_\_\_ County

Gregory F. Zoeller, Attorney General

**Filed in Indiana State Land Office:**

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

# EXHIBIT C

## CATEGORICAL EXCLUSION LEVEL 1 FORM

Date: January 17, 2014

☒ Initial Version

☐ Additional Information to CE Level 1 Dated: \_\_\_\_\_

### Purpose of this document:

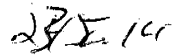
☐ CE Level 1 documentation for exempted projects

☒ State-funded categorical exemption documentation

Approval CE Level 1 or State-Funded CE:



Environmental Scoping Manager or  
Environmental Policy Manager

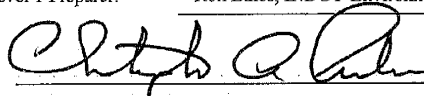
  
Date

### PROJECT INFORMATION

County, Route	St. Joseph County, US 31	Des Number	LA 5278 - Parcel 349
Purpose and Need:	INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcels of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale.		
Project Description:	<p>This State Categorical Exemption is being prepared because the parcel was purchased at least in part with federal funding, thus selling the property would constitute federal involvement and require NEPA documentation. This action has been approved by the INDOT Environmental Services Division as a State Categorical Exemption.</p> <p>The subject parcel is located near US 31 between Jackson Road and Jewel Avenue, 1500 feet south of US 20 in St. Joseph County. The parcel is located directly south of South Bend, Indiana. The parcel is approximately 0.38 acre in size. See Appendix E for a full parcel description.</p>		
Other Alternatives Considered:	N/A		
Project Termini:	N/A		
Funding Source(s):	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other	Estimated Cost	N/A
Project Sponsor:	INDOT/IDOA	Project Length	N/A

Name and organization of CE Level 1 Preparer: Ron Bales, INDOT-Environmental Services Division

INDOT ES/District Env.  
Reviewer Signature:



Date: 1-22-14

SCOPE OF THE PROPOSED ACTION			
<b>Public Involvement*</b>		No: <b>X</b>	Yes:
Comments:	No public hearing is required for a project of this type under INDOT's FHWA-approved public involvement guidelines. This does not preclude one or more public hearings or public information meetings in the future.		
<b>Right-of-way (permanent and temporary, in acres)</b>		No: <b>X</b>	Yes:
Comments:	The entire parcel lies within existing right-of-way. This action does not involve the acquisition of any new permanent or temporary right-of-way.		
<b>Disruption to public facilities/services (such as schools, emergency service)</b>		No: <b>X</b>	Yes:
Comments:	This action will not produce a disruption to public facilities/services.		
<b>Involvement with existing bridge(s) (Include structure number(s))</b>		No: <b>X</b>	Yes:
Comments:	This action has no involvement with an existing bridge(s) or structure(s).		

\* Limited public involvement, CE-1 level projects will typically have no public hearing opportunity offered.

INVOLVEMENT WITH RESOURCES			
<b>Surface Waters (streams, rivers, lakes, etc.)</b>		No:	Yes: <b>X</b>
Comments:	Several surface waters were identified near the subject parcel as identified through the Red Flag Investigation. The nearest surface water, an intermittent stream, is approximately 0.34 mile southwest of the subject parcel. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to streams, rivers, or watercourses, jurisdictional or otherwise, located within the boundaries of the subject parcel. (See Appendix C-8)		
<b>Wetlands (acres)</b>		No: <b>X</b>	Yes:
Comments:	One wetland was identified near the subject parcel as identified on the National Wetlands Inventory map. This wetland is approximately 0.46 mile southwest of the subject parcel. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to wetlands within the boundaries of the subject parcel. (See Appendix D-2)		
<b>Disturbance of Terrestrial Habitat (acres)</b>		No: <b>X</b>	Yes:
Comments:	The current parcel is a vacant lot. Land use near the parcel is predominately residential containing mowed grass with scattered trees and shrubs. This habitat will not be affected by the sale of the parcel. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to these terrestrial habitats.		

<b>INVOLVEMENT WITH RESOURCES</b>			
<b>Karst Features</b>		No: <b>X</b>	Yes:
Comments:	This excess parcel is located outside of the designated karst area of the state as identified in the October 13, 1993 Memorandum of Understanding (MOU) between the Indiana Department of Transportation (INDOT), the Indiana Department of Natural Resources (IDNR), the Indiana Department of Environmental Management (IDEM), and the U.S. Fish and Wildlife Service (USFWS). No karst features were observed or are known to exist within or adjacent to the proposed project area. The sale of the subject parcel is not anticipated to affect any karst feature. (See Appendix C-8)		
<b>Threatened and Endangered Species</b>		No: <b>X</b>	Yes:
Comments:	The project is within the range of the federally endangered Indiana bat ( <i>Myotis sodalis</i> ). The species has not been reported near the project area. The Indiana Department of Natural Resources Heritage database was reviewed on January 8, 2014 and no listed federal or state endangered, threatened, or rare species were located within a half mile of the subject parcel.		
<b>Drinking Water Resources</b>		No: <b>X</b>	Yes:
Comments:	<p>The project is not located within the St. Joseph Aquifer System, the only legally designated sole source aquifer in Indiana.</p> <p>The IDEM's Wellhead Proximity Determinator website (<a href="http://idemmaps.idem.in.gov/whpa/">http://idemmaps.idem.in.gov/whpa/</a>) was accessed on January 14, 2014 by INDOT ES. The required project data was provided and it was determined that this project is not located within a Wellhead Protection Area. (See Attachment D-3)</p> <p>The IDNR Water Well Record Database (<a href="http://www.in.gov/dnr/water/3595.htm">http://www.in.gov/dnr/water/3595.htm</a>) was accessed on January 14, 2014 by INDOT ES. The required project location was provided and it was determined that this project area does not contain any water wells. (See Appendix D-4)</p>		
<b>Flood Plains (note transverse or longitudinal impact)</b>		No: <b>X</b>	Yes:
Comments:	The subject parcel does not encroach upon the HUD Special Flood Hazard Area. The parcel is not located within a regulatory floodplain as determined from available FEMA floodplain maps. (See Appendix D-1)		
<b>Farmland (acres)</b>		No: <b>X</b>	Yes:
Comments:	None of the land within the project limits meets the definition of farmland under the Farmland Protection Policy Act (FPPA). The sale of the subject parcel is not anticipated to affect any agricultural resources within proximity to the parcel. The requirements of the FPPA do not apply to this project.		
<b>Cultural Resources</b>		No: <b>X</b>	Yes:
Comments:	<p>Coordination was conducted with the INDOT Cultural Resources Office (CRO) to determine if historical or archaeological resources are present within the excess parcel. INDOT-CRO responded on November 25, 2013. (See Appendix B)</p> <p>For above ground resources, the subject parcel was located within the Area of Potential Effect (APE) for the US 31 project (Des. No. 9405230). The parcel is not located close enough to any of the National Register of Historic Places (NRHP) listed or eligible properties to impact them. No above ground concerns exist and not additional 106 consultation for above ground resources is required at this time</p>		

<b>INVOLVEMENT WITH RESOURCES</b>			
	Excess parcel 5278-349 was completely included in archaeological Phase Ia investigations for the US 31 Plymouth to South Bend project by ASC (Snyder and Hillen 2008). No sites were identified on the parcel and State Historic Preservation Officer (SHPO) concurred with this finding on May 12, 2008. Therefore, no further archaeological work is necessary prior to the sale of this parcel.		
<b>Section 4(f) and Section 6(f) Resources</b>		No: <b>X</b>	Yes:
Comments:	Since this parcel was not used for a wildlife or waterfowl refuge, a public recreational facility or had anything of historic, architectural or archaeological significance there will be no Section 4(f) or Section 6(f) impacts associated with the disposition of the property. Therefore, this action will have no impacts to properties protected under Section 4(f) and 6(f) regulations.		
<b>Air Quality Impacts</b>		No: <b>X</b>	Yes:
Comments:	This project is located in St. Joseph County, which is a maintenance area for 8- hour Ozone. The 1997 8-hour Ozone NAAQS was revoked for purposes of demonstrating conformity effective July 20, 2013. Therefore, the conformity procedures of 40 CFR Part 93 do not apply.		
<b>Community/Economic Impacts</b>		No: <b>X</b>	Yes:
Comments:	The project will not result in the relocation of residences or businesses. The project will not affect community cohesion because it will not change access to properties or within the community. The project will not have a disproportionate adverse impact on low-income populations or minority populations that are of concern for environmental justice consideration.		
<b>Hazardous Materials</b>		No: <b>X</b>	Yes:
Comments:	A red flag investigation was completed on January 10, 2014 by INDOT ES. No potentially hazardous sites were identified in the project vicinity or in the project area. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to hazardous material sites. (See Appendix C)		
<b>Permits</b>		No: <b>X</b>	Yes:
Comments:	The process of selling this parcel does not lead directly to any action that will disturb aquatic or terrestrial resources and no environmental permits are needed to advance the sale of this property.		

**ENVIRONMENTAL COMMITMENTS:**

This environmental document has been prepared for the sole purpose of disposal of the excess parcel. No resources or environmental concerns have been identified that will be impacted by the sale of this excess INDOT property; therefore, no environmental commitments have been generated.



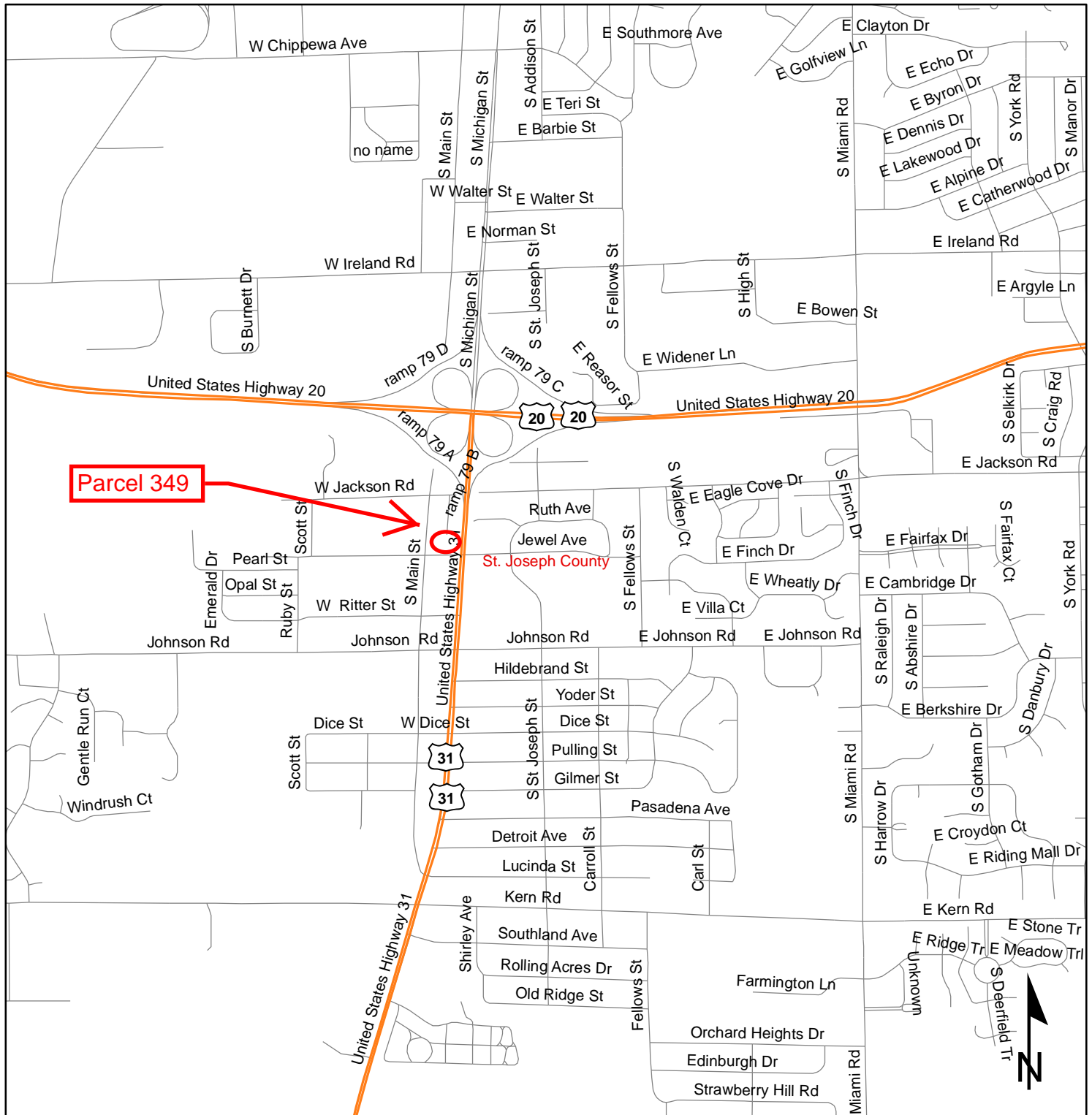
<b>THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED FOR ANY OF THE FOLLOWING ITEMS*:</b>		
<b>Formal noise analysis required?</b>	No: <b>X</b>	Yes:
<b>Environmental Justice analysis required?</b>	No: <b>X</b>	Yes:
<b>Right-of-Way acquisition greater than 0.5 acre?</b>	No: <b>X</b>	Yes:
<b>Relocation of residences/businesses/etc.?</b>	No: <b>X</b>	Yes:
<b>Added through-traffic lanes?</b>	No: <b>X</b>	Yes:
<b>Facility on new location or realignment?</b>	No: <b>X</b>	Yes:
<b>Permanent alteration of local traffic pattern?</b>	No: <b>X</b>	Yes:
<b>Section 4(f) and Section 6(f) resource impacts?</b>	No: <b>X</b>	Yes:
<b>Sole Source Aquifer Groundwater Assessment required?</b>	No: <b>X</b>	Yes:
<b>Is the project “Likely to Adversely Affect” Threatened and Endangered Species?</b>	No: <b>X</b>	Yes:
<b>Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?</b>	No: <b>X</b>	Yes:
<b>Wetland impacts greater than 0.1 acre?</b>	No: <b>X</b>	Yes:
<b>Does the project have historic bridge involvement, or a Section 106 finding of No Adverse Effect / Adverse Effect?</b>	No: <b>X</b>	Yes:

*\* Please note, this table is not applicable for state funded CE's.*

## **Appendix A: Graphics**

A1	Location Map
A2	Topographic Map
A3	Aerial Map

Excess Parcel  
LA 5278, Parcel 349  
St. Joseph County, Indiana



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

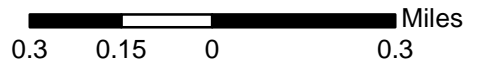
### Sources: Non Orthophotography





**Data** - Obtained from the State of Indiana Geographical Information Office Library

**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))

**Map Projection:** UTM Zone 16 N    **Map Datum:** NAD83

Scale 1:20,000



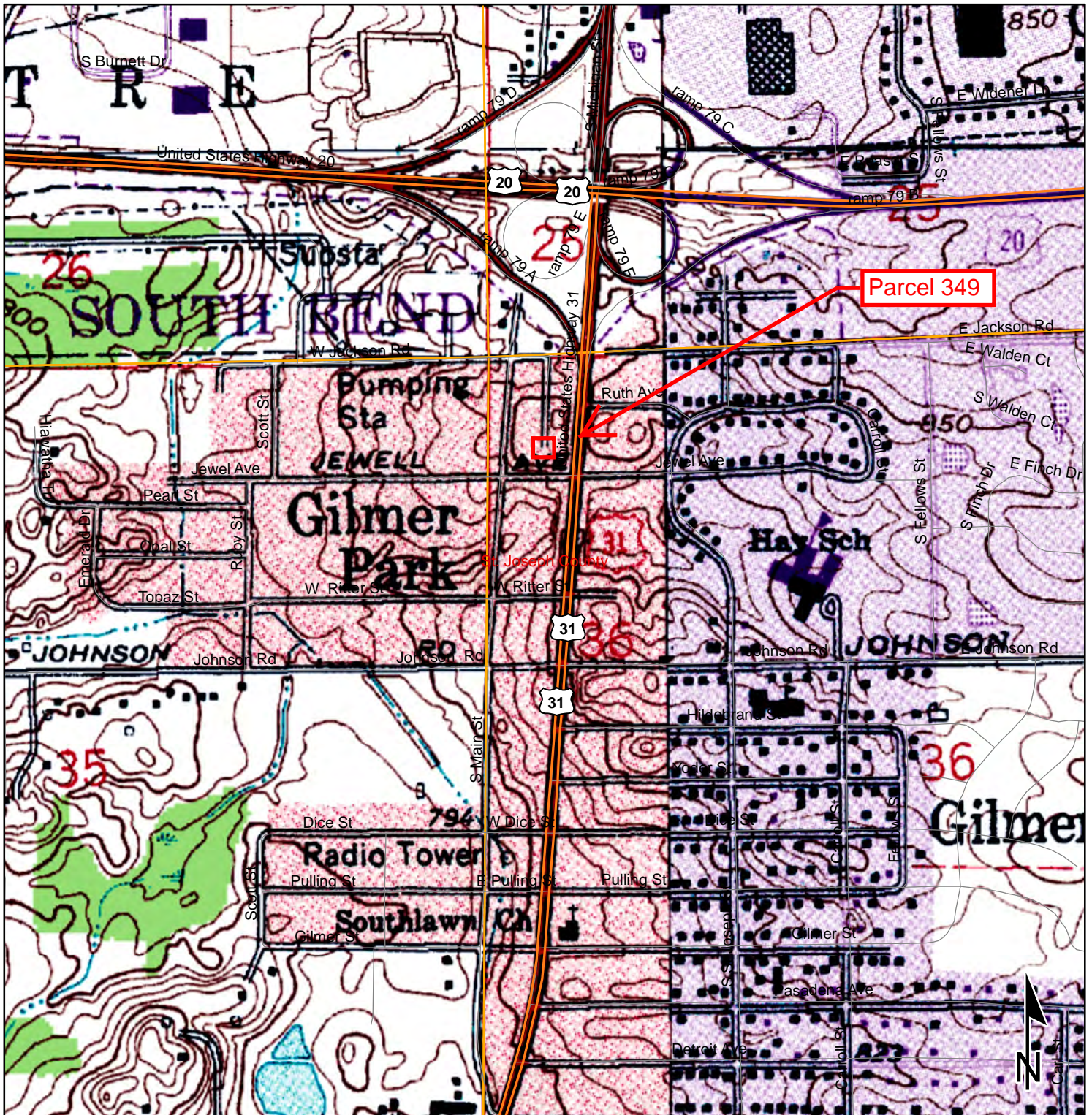
-  Section Town and Range      Interstate  
 County Boundary      State Route  
 Local Road      US Route



# Excess Parcel

## LA 5278, Parcel 349

### St. Joseph County, Indiana



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

#### Sources: Non Orthophotography

**Data** - Obtained from the State of Indiana Geographical Information Office Library

**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))

**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

Scale 1:10,000 0.15 0.075 0 0.15 Miles

- |  |                        |  |             |
|--|------------------------|--|-------------|
|  | Section Town and Range |  | Interstate  |
|  | County Boundary        |  | State Route |
|  | Local Road             |  | US Route    |



# Excess Parcel LA 5278, Parcel 349 St. Joseph County, Indiana



This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

**Sources: Non Orthophotography**







**Data** - Obtained from the State of Indiana Geographical Information Office Library

**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))

**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

Scale 1:3,000

0.045 0.0225 0 0.045 Miles

- |   |                        |   |             |
|---|------------------------|---|-------------|
|  | Section Town and Range |  | Interstate  |
|  | County Boundary        |  | State Route |
|  | Local Road             |  | US Route    |

## Appendix B: Cultural Resources

B1-B4"                      INDOT, CRO Responses November 25, 2013

B5 "''''                      ''''Aboveground Clearance

B6-B8 ''''''''''''''''''''Crchaeological Clearance



## Giffin, Toni

---

**From:** Miller, Shaun (INDOT)  
**Sent:** Monday, November 25, 2013 3:16 PM  
**To:** Giffin, Toni  
**Cc:** Gillette, Kia; Kennedy, Mary  
**Subject:** FW: New Parcels, 5246-234A; 5090-232A; 5278-349  
**Attachments:** 5246-234A\_archaeology.pdf; 5090-232A\_archaeology.pdf; 5278-349\_archaeology.pdf

Toni,

Please see below message for Mary's assessment of above-ground resources for excess parcels 2346-234A and 5090-232A (US 31 Kokomo Bypass) and 5278-349 (US 31 Plymouth to South Bend).

With regards to archaeology, please use the following:

Portions of excess parcels 5246-234A and 5090-232A were investigated for archaeological resources by ASC during additional survey work for the US 31 Kokomo Bypass project (Snyder and Terpstra 2009). No archaeological sites were identified on either parcel and SHPO concurred with this finding on November 16, 2009. According to SHAARD, no sites have been recorded in or adjacent to either parcel since 2009. In addition, 2012 aerial images reveal that these parcels have been severely disturbed by construction of the new bypass with structures razed and soils graded and leveled. Therefore, no further archaeological work is necessary prior to the sale of these parcels. Pertinent information to include in the CE is attached and in PW: [5246-234A\\_archaeology.pdf](#) and [5090-232A\\_archaeology.pdf](#)

Excess parcel 5278-349 was completely included in archaeological Phase Ia investigations for the US 31 Plymouth to South Bend project by ASC (Snyder and Hillen 2008). No sites were identified on the parcel and SHPO concurred with this finding on May 12, 2008. Therefore, no further archaeological work is necessary prior to the sale of this parcel. Pertinent information to include in the CE is attached and in PW: [5278-349\\_archaeology.pdf](#)

Thank you,

Shaun Miller  
Archaeological Team Lead  
INDOT, Cultural Resources Office  
smiller@indot.in.gov  
(317) 233-6795

---

**From:** Kennedy, Mary  
**Sent:** Friday, November 22, 2013 3:26 PM  
**To:** Miller, Shaun (INDOT)  
**Subject:** RE: New Parcels, 5246-234A; 5090-232A; 5278-349

Shaun,

It looks like two of these parcels (5246 US 31 Parcel 234A & 5090 US 31 Parcel 232A) are at least partially covered in the addendum survey to US 31 Kokomo Bypass conducted by ASC (Snyder and Terpstra 2009) under des. no. 0200094. You had already provided Toni some graphics for some other parcels covered under that report: [5246-205, 236, 241\\_archaeology.pdf](#). You should take a look as I'm not sure how you deal with a parcel that might have only been partially surveyed in the previous survey (if I'm even reading the map correctly—maybe the survey did cover all of the parcels). I have no above-ground concerns as the parcels were in the original APE. The mapping & SHPO letter to cover above-ground are here: [5246 US 31 Parcel 234A & 5090 US 31 Parcel 232A\\_above-ground.pdf](#).

The other parcel is near US 31 in St. Joseph County (5278 US 31 Parcel 349). For above-ground resources, it was located within the APE for the US 31 project (Des. No. 9405230). The parcel is not located close enough to any of the NRHP listed or eligible properties to impact them. No above-ground concerns exist and no additional 106 consultation for above-ground resources is required at this time. I've saved the APE map for Des. No. 9405230 here: [5278 US 31 Parcel 349 above-ground](#).

*Mary E. Kennedy*  
Indiana Department of Transportation  
(317) 232-5215  
[mkennedy@indot.in.gov](mailto:mkennedy@indot.in.gov)

---

**From:** Giffin, Toni  
**Sent:** Friday, November 15, 2013 12:00 PM  
**To:** McMullen, Kenneth B.; Carpenter, Patrick A; Kennedy, Mary; Miller, Shaun (INDOT); Mathas, Marlene  
**Cc:** Andrews, Chris; Bales, Ronald  
**Subject:** FW: New Parcels

Below are new excess parcels, uploaded into ProjectWise. They have also been added to the spreadsheet in ProjectWise.

I do not know at the moment whether or not the districts may have started and/or finish any portions of these. Currently, I am working on a CE for LA 2848, parcel 12. Also, I leave at 1:00 pm today, so I will check this on Monday. Unless I am told otherwise.

Toni Lynn Giffin  
Environmental Manager II  
Indiana Department of Transportation  
Indiana Government Center North  
100 North Senate Avenue Room N642  
Indianapolis, IN 46204

Phone: (317) 232-1490  
Fax: (317) 233-4929  
Email: [togiffin@indot.in.gov](mailto:togiffin@indot.in.gov)

---

**From:** Loggins, Katherine  
**Sent:** Friday, November 15, 2013 11:18 AM  
**To:** Giffin, Toni  
**Subject:** New Parcels

[5278 US 31 Parcel 349](#)

[5246 US 31 Parcel 234A](#)

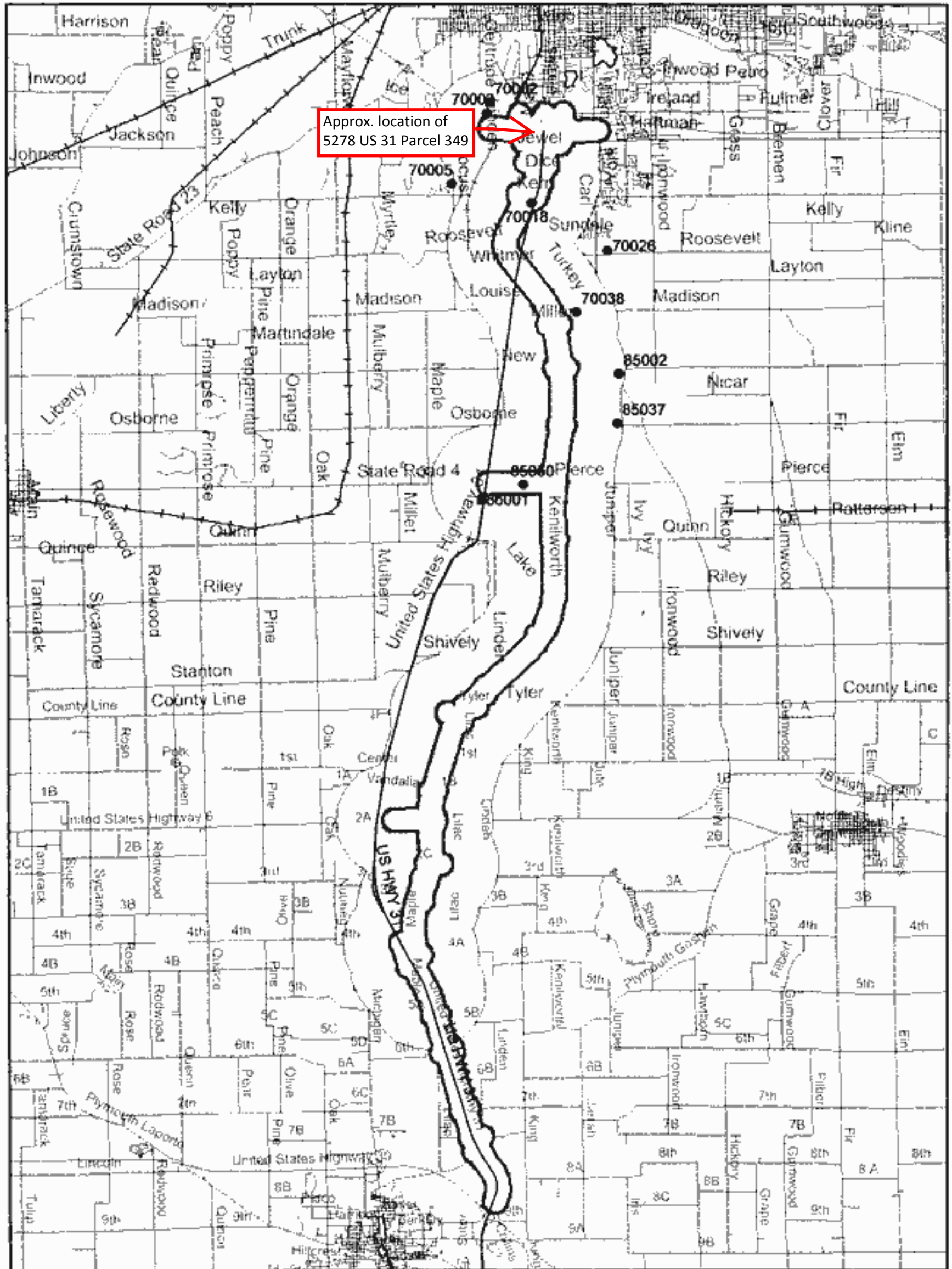
[5090 US 31 Parcel 232A](#)

Katie Loggins  
Property Management Specialist, Real Estate Division  
Indiana Dept. of Transportation  
100 N. Senate Avenue, Room N642



Draft  
October 20, 2004

US 31: Plymouth to South Bend  
Historic Properties: Eligible & National Register Properties  
Alternative GE's Area of Potential Effects



0 1 2 4 Miles

- National Register Properties
- Eligible Properties
- 2,000 Ft Buffer
- Area of Potential Effects

WEINTRAUT & ASSOCIATES  
HISTORICAL, INC.

Note: Information shown on this map is not warranted for accuracy or merchantability. GIS data used to create this map are from the best known sources existing at this time. However, experience shows that many national datasets are not all inclusive. Use of this map should be limited to planning. It is intended to serve as an aid in graphic representation only. This map does not represent a legal document.



Indiana Department of Natural Resources

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739  
Phone 317-232-1646 • Fax 317-232-0693 • [dhp@dnr.IN.gov](mailto:dhp@dnr.IN.gov)

Mitchell E. Daniels, Jr., Governor  
Robert E. Carter, Jr., Director



May 12, 2008

Christopher D. Koepfel  
Cultural Resources Section  
Office of Environmental Services  
Indiana Department of Transportation  
100 North Senate Avenue, Room N642  
Indianapolis, Indiana 46204

Letter clears  
excess parcel  
5278-349

Federal Agency: Federal Highway Administration

Re: Revised second addendum to phase Ia archaeological field reconnaissance report (Snyder/Hillen, 3/26/08) pertaining to the US 31 Corridor project from US 30 near Plymouth to US 20 near South Bend (Designation # 9904300, 9904310, 9405230; BLA Project #201-0101-OED; NH-153-7(23); DHPA # 2536)

Dear Mr. Koepfel:

Pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), 36 C.F.R. Part 800, and the "Programmatic Agreement among the Federal Highway Administration, the Indiana Department of Transportation, the Advisory Council on Historic Preservation, the Indiana State Historic Preservation Officer regarding the implementation of the Federal Aid Highway Program in the State of Indiana," the staff of the Indiana State Historic Preservation Officer has conducted an analysis of the materials dated April 9, 2008 and received on April 16, 2008, for the above indicated project in Marshall and St. Joseph counties, Indiana.

Thank you for providing the revised archaeological field reconnaissance report for the above project. Our office has already commented on the eligibility of the archaeological sites in our letter of February 15, 2008. Scaled site maps depicting the locations of features on archaeological sites such as 12Mr430 and 12Sj440 should be included in the site record and archaeological report.

If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations.

*A copy of the revised 36 C.F.R. Part 800 that went into effect on August 5, 2004, may be found on the Internet at [www.achp.gov](http://www.achp.gov) for your reference.* If you have questions about archaeological issues please contact Dr. Rick Jones at (317) 233-0953 or [rjones@dnr.IN.gov](mailto:rjones@dnr.IN.gov). Additionally, in all future correspondence regarding the above indicated project, please refer to DHPA #2536.

Very truly yours,

James A. Glass, Ph.D.  
Deputy State Historic Preservation Officer

JAG:JRJ:jj

cc: David Bourff, RW Armstrong



Report included  
excess parcel  
5278-349

**Second Addendum to: Phase Ia Archaeological Field Reconnaissance:  
US 31 Improvement Project from Plymouth, Marshall County, Indiana, to South Bend, St.  
Joseph County, Indiana INDOT Project NH-153-7 (023) (Des. No. 9904300 and 9904310)**

**By**

**Jim Snyder, M.A., and Luella Beth Hillen**

**Submitted By:**

**ASC Group, Inc.**

**6330 East 75th Street, Suite 100**

**Indianapolis, Indiana 46250**

**317.915.9300**

**BHillen@ascgroup.net**

**Submitted To:**

**RW Armstrong**

**Union Station**

**300 South Meridian Street**

**Indianapolis, Indiana 46225**

**317.786.0461**

**Lead Agency: Indiana Department of Transportation**

**March 26, 2008**



**James A. Snyder, M.A., Principal Investigator**







## **Appendix C: Red Flag Investigation**

C1-C13                      Red Flag Investigation



# INDIANA DEPARTMENT OF TRANSPORTATION

*Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

**Michael R. Pence, Governor**  
**Karl B. Browning, Commissioner**

Date: January 8, 2014

To: Mr. Steve Catron  
Excess Land Team, Real Estate Division  
Indiana Department of Transportation  
100 North Senate Avenue, Room N642  
Indianapolis, IN 46204

From: Hazardous Materials Unit  
Environmental Services  
Indiana Department of Transportation  
100 North Senate Avenue, Room N642  
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION  
LA 5278 Parcel 349  
US 31  
St. Joseph County, Indiana

## NARRATIVE

This RFI is being performed for the sale of an excess parcel located at the south end of Frontage Road between US 31 and Main Street and north of Jewell Avenue in South Bend. INDOT has decided that this surplus land will not be needed for right-of-way or transportation purposes in the foreseeable future. A legal description of the subject parcel is as follows:

A part of the recorded plat of Jewell's Plat of Dixie Gardens, recorded in Plat Book 11, page 77 in the Office of the Recorder of St. Joseph County, Indiana, described as follows: Lot Numbered Ten (10), excepting therefrom 130 feet off the West end of said lot, also a part of Lots Numbered Eleven (11) and Twelve (12), which part is bounded by a line running as follows: Beginning at the Northeast corner of said Lot 11, thence running West on the North line of said Lot 11 a distance of 214 feet; thence Southerly on a line parallel with the Michigan Road, a distance of 70 feet; thence East on a line parallel with the North line of said Lot 11, a distance of 214 feet to the East line of Lot 12 and the West line of said Michigan Road; thence Northerly along the West line of said Road, 70 feet to the place of Beginning.

The foregoing description was quoted from Instrument Number 9531535 in the Office of the Recorder of St. Joseph County, Indiana.

Excepting therefrom: Beginning at the northeast corner of Lot 10 of Jewell's Plat of Dixie Gardens; recorded in Plat Book 11, page 77 in the Office of the Recorder of St. Joseph County, Indiana, thence along the west boundary of U.S. 31 (Michigan Road) South 04 degrees 56 minutes 12 seconds West 120.00 feet to the southeast of the Perriguet tract, as described in said Instrument Number 9531535; thence along the south line of said Instrument South 89 degrees 08 minutes 15 seconds West 75.18 feet; thence North 04 degrees 41 minutes 07 seconds East 119.95 feet to the north line of said Instrument; thence along the north line of said Instrument North 89 degrees 08 minutes 09 seconds East 75.71 feet to the Point of Beginning.

*www.in.gov/dot/  
An Equal Opportunity Employer*

**TOGETHER** with the permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as U.S. 31 and as project 0710784) to and from the grantor's abutting lands along the North 04 degrees 41 minutes 07 seconds East 119.95 foot course described above.

Less exception, contains 16,542 square feet, more or less.

## SUMMARY

<b>Infrastructure</b> Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	2
Airports	N/A	Pipelines	3
Cemeteries	N/A	Railroads	N/A
Hospitals	N/A	Trails	3
Schools	3	Managed Lands	N/A

Explanation:

**Recreational Facilities:** Two (2) recreational facilities were found within the 0.5 mile search radius, the nearest located 0.33 mile southeast of the subject parcel. No impact is expected from the sale of the subject parcel.

**Pipelines:** Three (3) pipelines were found within the 0.5 mile search radius, the map indicating that the nearest is located approximately 50 feet south of the subject parcel; however, an easement was not noted on the legal description, so the pipeline is not within the boundaries of the parcel. No impact is expected from the sale of the subject parcel.

**Trails:** Three (3) trails were found within the 0.5 mile search radius, the nearest being a potential trail located to the east along US 31. No impact is expected from the sale of the subject parcel.

**Schools:** Three (3) schools were found within the 0.5 mile search radius, the nearest located 0.33 mile southeast of the subject parcel. No impact is expected from the sale of the subject parcel.

**Managed Lands:** No park lands are located in or adjacent to the subject parcel.

<b>Water Resources</b> Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI – Points	N/A	NWI - Wetlands	1
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	3
NWI - Lines	2	Floodplain - DFIRM	1
IDEM 303d Listed Rivers and Streams (Impaired)	N/A	Cave Entrance Density	N/A
Rivers and Streams	5	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

Wetlands: One (1) wetland is located within the 0.5 mile search radius, approximately 0.46 mile to the southwest. No impact is expected from the sale of the subject parcel.

Lakes: Three (3) lakes are located within the 0.5 mile search radius, all over 0.4 mile away. No impact is expected from the sale of the subject parcel.

NWI - Lines: Two (2) NWI Lines are located within the 0.5 mile search radius, the nearest being 0.37 mile southwest. No impact is expected from the sale of the subject parcel.

Floodplain - DFIRM: One (1) floodplain is located within the 0.5 mile search radius, approximately 0.38 mile to the northwest. No impact is expected from the sale of the subject parcel.

Rivers and Streams: Five (5) streams are located within the 0.5 mile search radius, the nearest being 0.34 mile southwest. No impact is expected from the sale of the subject parcel.

The subject parcel is not located within the Karst Memorandum of Understanding (MOU) Potential Karst Features Region. The sale of the subject parcel is not anticipated to impact any karst features.

<b>Mining/Mineral Exploration</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	<b>5</b>	Petroleum Fields	<b>1</b>
Mines – Surface	<b>N/A</b>	Mines – Underground	<b>N/A</b>

Explanation: No Mining/Mineral Exploration items of concern were found within the 0.5 mile radius.

<b>Hazmat Concerns</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	<b>N/A</b>	Restricted Waste Sites	<b>N/A</b>
Corrective Action Sites (RCRA)	<b>N/A</b>	Septage Waste Sites	<b>N/A</b>
Confined Feeding Operations	<b>N/A</b>	Solid Waste Landfills	<b>N/A</b>
Construction Demolition Waste	<b>N/A</b>	State Cleanup Sites	<b>N/A</b>
Industrial Waste Sites (RCRA Generators)	<b>N/A</b>	Tire Waste Sites	<b>N/A</b>
Infectious/Medical Waste Sites	<b>N/A</b>	Waste Transfer Stations	<b>N/A</b>
Lagoon/Surface Impoundments	<b>N/A</b>	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	<b>N/A</b>
Leaking Underground Storage Tanks (LUSTs)	<b>3</b>	Underground Storage Tanks (USTs)	<b>N/A</b>
Manufactured Gas Plant Sites	<b>N/A</b>	Voluntary Remediation Program	<b>N/A</b>
NPDES Facilities	<b>N/A</b>	Superfund	<b>N/A</b>
NPDES Pipe Locations	<b>N/A</b>	Institutional Control Sites	<b>1</b>
Open Dump Sites	<b>N/A</b>		



#### Explanation:

LUSTs: Three (3) LUST sites were found within the 0.5 mile search radius, the nearest being 0.23 mile to the south. No impact is expected from the sale of the subject parcel.

Institutional Control Sites: One (1) Institutional Control Site was found within the 0.5 mile search radius approximately 0.36 mile to the northwest. No impact is expected from the sale of the subject parcel.

#### Ecological Information

The St. Joseph County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted. A review of the Indiana Natural Heritage Database did not indicate the observation of any ETR species within the 0.5 mile search radius. No impact is expected from the sale of the subject parcels.

#### Cultural Resources

The following is an excerpt from an e-mail written by Shaun Miller, Cultural Resources, dated November 25, 2013:

Excess parcel 5278-349 was completely included in archaeological Phase Ia investigations for the US 31 Plymouth to South Bend project by ASC (Snyder and Hillen 2008). No sites were identified on the parcel and SHPO concurred with this finding on May 12, 2008. Therefore, no further archaeological work is necessary prior to the sale of this parcel.

The following is an excerpt from an e-mail written by Mary Kennedy, Cultural Resources, dated November 22, 2013.

The other parcel is near US 31 in St. Joseph County (5278 US 31 Parcel 349). For above-ground resources, it was located within the APE for the US 31 project (Des. No. 9405230). The parcel is not located close enough to any of the NRHP listed or eligible properties to impact them. No above-ground concerns exist and no additional 106 consultation for above-ground resources is required at this time.

#### RECOMMENDATIONS

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: N/A


HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: N/A

INDOT Environmental Services concurrence:

Kenneth  
McMullen

 cn=Kenneth McMullen, o=INDOT,  
ou=Environmental Services,  
email=kmcmullen@indot.in.gov, c=US  
2014.01.10 07:29:52 -05'00' (Signature)

Prepared by:  
Marlene Mathas  
Hazardous Materials Specialist  
INDOT Environmental Services

**Graphics:**

GENERAL SITE MAP SHOWING PROJECT AREA: YES

INFRASTRUCTURE: YES

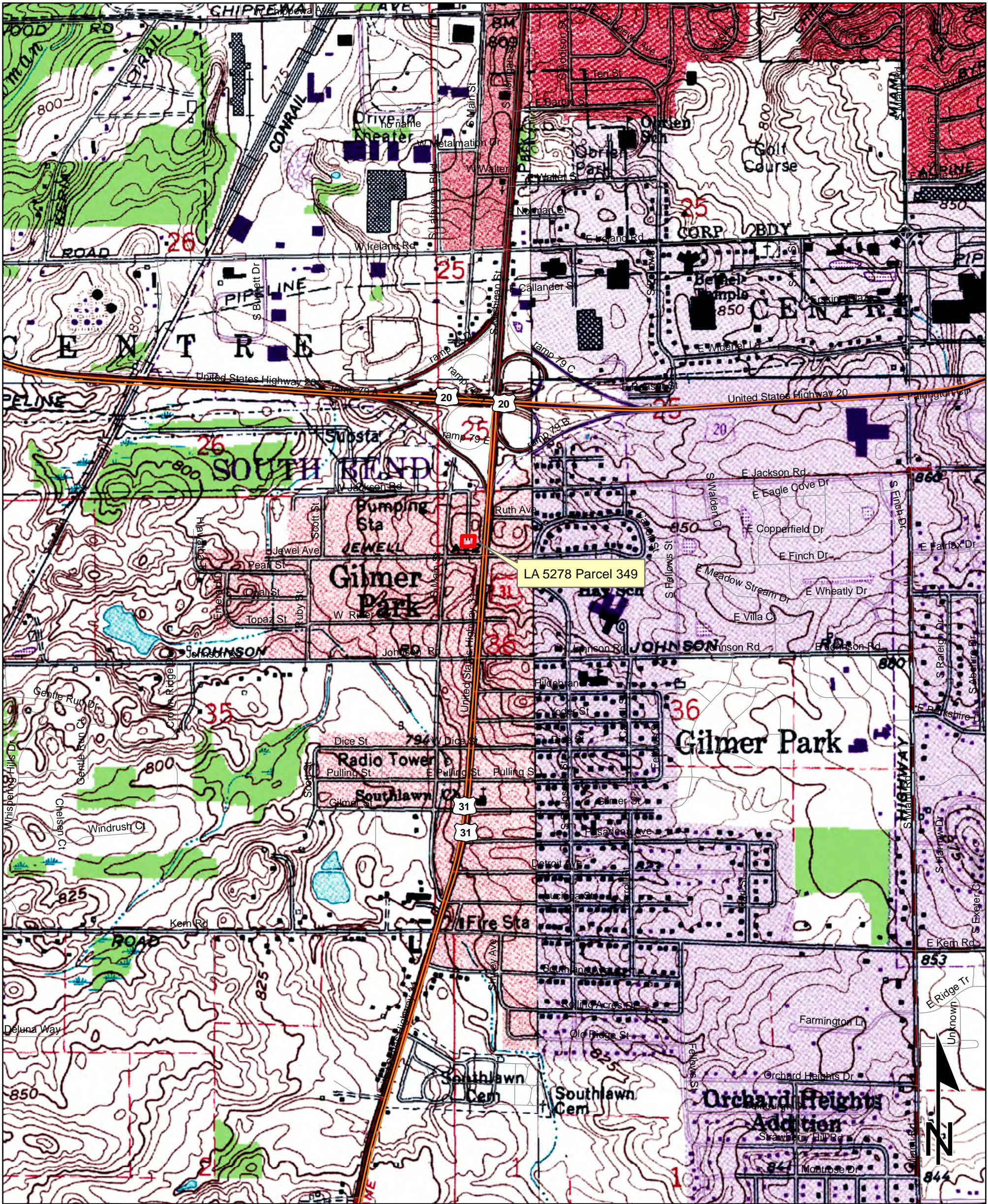
WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: NO

HAZMAT CONCERNS: YES



Red Flag Investigation - Site Location Map  
US 31 - Excess Parcel  
LA 5278 Parcel 349  
St. Joseph County, Indiana



Sources: 0.25 0.125 0 0.25 Miles  
Non Orthophotography  
Data - Obtained from the State of Indiana Geographical Information Office Library  
Orthophotography - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
Map Projection: UTM Zone 16 N Map Datum: NAD83  
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

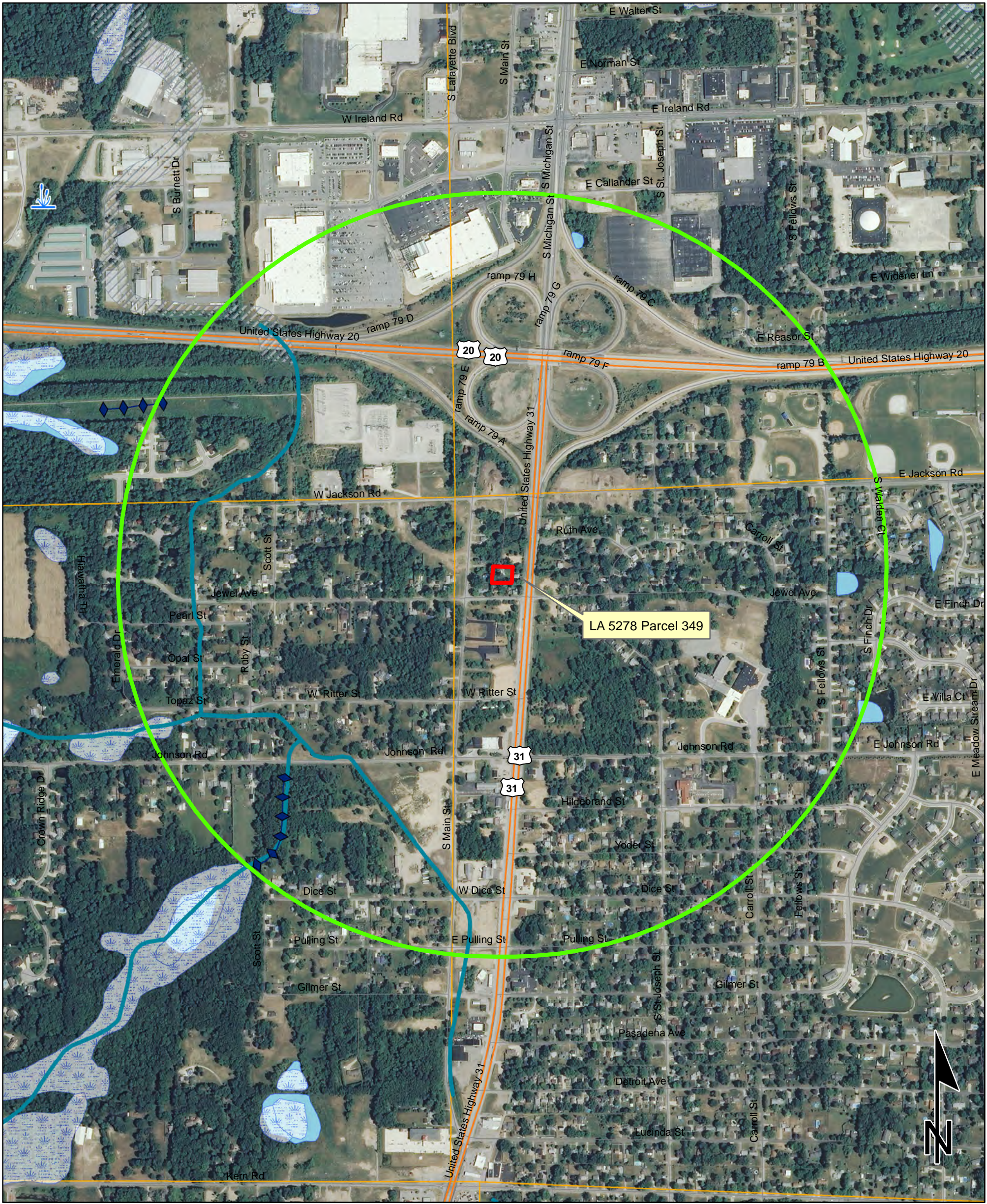
LAKEVILLE, WYATT, SOUTH BEND  
EAST, AND SOUTH BEND WEST  
QUADRANGLES  
INDIANA  
7.5 MINUTE SERIES (TOPOGRAPHIC)







Red Flag Investigation - Water Resources Map  
US 31 - Excess Parcel  
LA 5278 Parcel 349  
St. Joseph County, Indiana



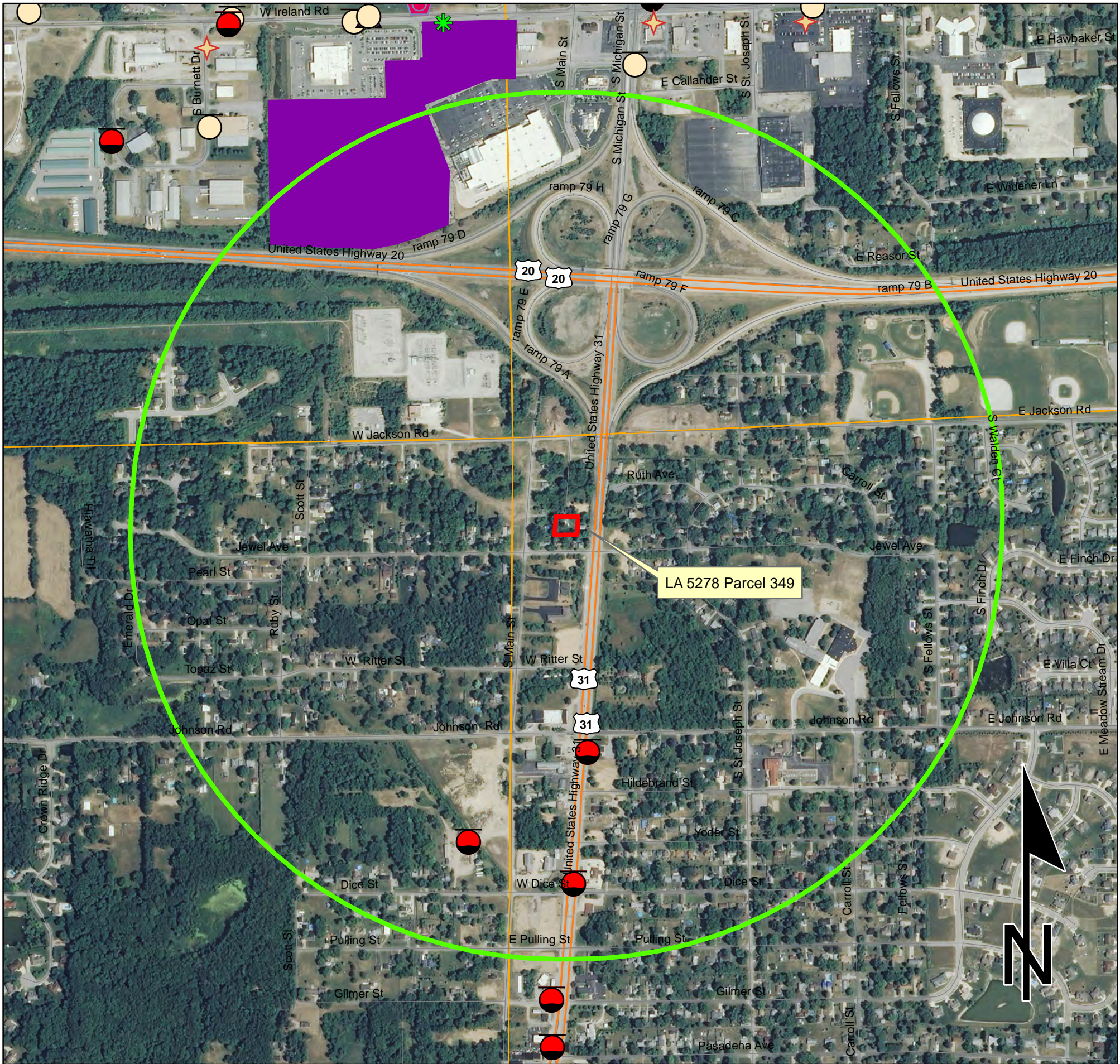
**Sources:**  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	NWI - Point		Wetlands		Project Area
	Karst Spring		Lake - Impaired		Half Mile Radius
	Canal Structure - Historic		Lake		Interstate
	NWI- Line		Floodplain - DFIRM		State Route
	Stream - Impaired		Cave Entrance Density		US Route
	NPS NRI listed		Sinkhole Area		Local Road
	River		Sinking-Stream Basin		
	Canal Route - Historic		County Boundary		



Red Flag Investigation - Hazardous Material Concerns Map  
US 31 - Excess Parcel  
LA 5278 Parcel 349  
St. Joseph County, Indiana



	Brownfield		RCRA Generator/TSD		Institutional Controls
	RCRA Corrective Action Sites		Restricted Waste Site		County Boundary
	Confined Feeding Operation		Septage Waste Site		Project Area
	Construction/Demolition Site		Solid Waste Landfill		Half Mile Radius
	Infectious/Medical Waste Site		State Cleanup Site		Interstate
	Leaking Underground Storage Tank		Superfund		State Route
	Manufactured Gas Plant		Tire Waste Site		US Route
	NPDES Facilites		Underground Storage Tank		Local Road
	NPDES Pipe Locations		Voluntary Remediation Program		
	Open Dump Waste Site		Waste Transfer Station		



# Indiana County Endangered, Threatened and Rare Species List

## County: St. Joseph

Species Name	Common Name	FED	STATE	GRANK	SRANK
<b>Mollusk: Gastropoda</b>					
Campeloma decisum	Pointed Campeloma		SSC	G5	S2
Lymnaea stagnalis	Swamp Lymnaea		SSC	G5	S2
<b>Insect: Odonata (Dragonflies &amp; Damselflies)</b>					
Sympetrum semicinctum	Band-winged Meadowhawk		SR	G5	S2S3
<b>Fish</b>					
Moxostoma valenciennesi	Greater Redhorse		SE	G4	S2
<b>Amphibian</b>					
Ambystoma laterale	Blue-spotted Salamander		SSC	G5	S2
Hemidactylium scutatum	Four-toed Salamander		SSC	G5	S2
Rana pipiens	Northern Leopard Frog		SSC	G5	S2
<b>Reptile</b>					
Clemmys guttata	Spotted Turtle		SE	G5	S2
Clonophis kirtlandii	Kirtland's Snake		SE	G2	S2
Emydoidea blandingii	Blanding's Turtle		SE	G4	S2
Nerodia erythrogaster neglecta	Copperbelly Water Snake	PS:LT	SE	G5T3	S2
Sistrurus catenatus catenatus	Eastern Massasauga	C	SE	G3G4T3T4Q	S2
<b>Bird</b>					
Accipiter striatus	Sharp-shinned Hawk	No Status	SSC	G5	S2B
Ammodramus henslowii	Henslow's Sparrow		SE	G4	S3B
Ardea herodias	Great Blue Heron			G5	S4B
Bartramia longicauda	Upland Sandpiper		SE	G5	S3B
Botaurus lentiginosus	American Bittern		SE	G4	S2B
Buteo platypterus	Broad-winged Hawk	No Status	SSC	G5	S3B
Certhia americana	Brown Creeper			G5	S2B
Chlidonias niger	Black Tern		SE	G4	S1B
Cistothorus palustris	Marsh Wren		SE	G5	S3B
Cistothorus platensis	Sedge Wren		SE	G5	S3B
Dendroica cerulea	Cerulean Warbler		SE	G4	S3B
Dendroica virens	Black-throated Green Warbler			G5	S2B
Empidonax alnorum	Alder Flycatcher			G5	S2B
Falco peregrinus	Peregrine Falcon	No Status	SE	G4	S2B
Grus canadensis	Sandhill Crane	No Status	SSC	G5	S2B,S1N
Haliaeetus leucocephalus	Bald Eagle	LT,PDL	SSC	G5	S2
Ixobrychus exilis	Least Bittern		SE	G5	S3B
Lanius ludovicianus	Loggerhead Shrike	No Status	SE	G4	S3B
Lophodytes cucullatus	Hooded Merganser			G5	S2S3B
Mniotilta varia	Black-and-white Warbler		SSC	G5	S1S2B
Pandion haliaetus	Osprey		SE	G5	S1B
Rallus limicola	Virginia Rail		SE	G5	S3B

Indiana Natural Heritage Data Center  
Division of Nature Preserves  
Indiana Department of Natural Resources  
This data is not the result of comprehensive county surveys.

Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting  
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list  
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank  
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# Indiana County Endangered, Threatened and Rare Species List

## County: St. Joseph

Species Name	Common Name	FED	STATE	GRANK	SRANK
Vermivora chrysoptera	Golden-winged Warbler		SE	G4	S1B
Wilsonia citrina	Hooded Warbler		SSC	G5	S3B
<b>Mammal</b>					
Condylura cristata	Star-nosed Mole		SSC	G5	S2?
Mustela nivalis	Least Weasel		SSC	G5	S2?
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Spermophilus franklinii	Franklin's Ground Squirrel		SE	G5	S2
Taxidea taxus	American Badger		SSC	G5	S2
<b>Vascular Plant</b>					
Actaea rubra	Red Baneberry		SR	G5	S2
Amelanchier humilis	Running Serviceberry		SE	G5	S1
Arabis drummondii	Drummond Rockcress		SE	G5	S1
Arabis glabra	Tower-mustard		WL	G5	S2
Arabis missouriensis var. deamii	Missouri Rockcress		SE	G5T3?Q	S1
Arenaria stricta	Michaux's Stitchwort		SR	G5	S2
Armoracia aquatica	Lake Cress		SE	G4?	S1
Botrychium matricariifolium	Chamomile Grape-fern		SR	G5	S2
Carex alopecoidea	Foxtail Sedge		SE	G5	S1
Carex atherodes	Awned Sedge		SE	G5	S1
Carex atlantica ssp. atlantica	Atlantic Sedge		ST	G5T4	S2
Carex bebbii	Bebb's Sedge		ST	G5	S2
Carex crawei	Crawe Sedge		ST	G5	S2
Carex debilis var. rudgei	White-edge Sedge		SR	G5T5	S2
Carex flava	Yellow Sedge		ST	G5	S2
Carex pedunculata	Longstalk Sedge		SR	G5	S2
Carex retrorsa	Retorse Sedge		SE	G5	S1
Carex scabrata	Rough Sedge		SE	G5	S1
Carex seorsa	Weak Stellate Sedge		SR	G4	S2
Carex sparganioides var. cephaloidea	Thinleaf Sedge		SE	G5	S1
Carex straminea	Straw Sedge		ST	G5	S2
Ceratophyllum echinatum	Prickly Hornwort		SR	G4?	S2
Chrysosplenium americanum	American Golden-saxifrage		ST	G5	S2
Cirsium hillii	Hill's Thistle		SE	G3	S1
Cypripedium candidum	Small White Lady's-slipper		WL	G4	S2
Deschampsia cespitosa	Tufted Hairgrass		SR	G5	S2
Dichanthelium sabulorum var. thinium	Hemlock Panic-grass		SR	G5T5	S2
Diervilla lonicera	Northern Bush-honeysuckle		SR	G5	S2
Drosera intermedia	Spoon-leaved Sundew		SR	G5	S2
Eleocharis melanocarpa	Black-fruited Spike-rush		ST	G4	S2
Eleocharis robbinsii	Robbins Spikerush		SR	G4G5	S2

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# Indiana County Endangered, Threatened and Rare Species List

## County: St. Joseph

Species Name	Common Name	FED	STATE	GRANK	SRANK
Eriocaulon aquaticum	Pipewort		SE	G5	S1
Eriophorum angustifolium	Narrow-leaved Cotton-grass		SR	G5	S2
Fuirena pumila	Dwarf Umbrella-sedge		ST	G4	S2
Geranium robertianum	Herb-robert		ST	G5	S2
Gnaphalium macounii	Winged Cudweed		SX	G5	SX
Juglans cinerea	Butternut		WL	G4	S3
Juncus militaris	Bayonet Rush		SE	G4	S1
Juncus pelocarpus	Brown-fruited Rush		SE	G5	S2
Lathyrus maritimus var. glaber	Beach Peavine		SE	G5T4T5	S1
Lathyrus venosus	Smooth Veiny Pea		ST	G5	S2
Linum sulcatum	Grooved Yellow Flax		SR	G5	S2
Ludwigia sphaerocarpa	Globe-fruited False-loosestrife		SE	G5	S1
Lycopodium hickeyi	Hickey's Clubmoss		SR	G5	S2
Lycopodium obscurum	Tree Clubmoss		SR	G5	S2
Matteuccia struthiopteris	Ostrich Fern		SR	G5	S2
Myriophyllum pinnatum	Cutleaf Water-milfoil		SE	G5	S1
Oryzopsis racemosa	Black-fruit Mountain-ricegrass		SR	G5	S2
Panax trifolius	Dwarf Ginseng		WL	G5	S2
Panicum commonsianum var. addisonii	Commons' Panic-grass		SE	G5TNR	S2
Panicum verrucosum	Warty Panic-grass		ST	G4	S2
Pinus strobus	Eastern White Pine		SR	G5	S2
Platanthera dilatata	Leafy White Orchis		SE	G5	S1
Platanthera leucophaea	Prairie White-fringed Orchid	LT	SE	G2G3	S1
Poa alsodes	Grove Meadow Grass		SR	G4G5	S2
Poa paludigena	Bog Bluegrass		WL	G3	S3
Polygonum hydropiperoides var. opelousanum	Northeastern Smartweed		ST	G5TNRQ	S2
Polygonum hydropiperoides var. setaceum	Swamp Smartweed		SE	G5	S1
Populus balsamifera	Balsam Poplar		SX	G5	SX
Potamogeton bicupulatus	Snail-seed Pondweed		SE	G4	S1
Psilocarya scirpoides	Long-beaked Baldrush		ST	G4	S2
Pyrola virens	Greenish-flowered Wintergreen		SX	G5	SX
Rhynchospora macrostachya	Tall Beaked-rush		SR	G4	S2
Rubus enslenii	Southern Dewberry		SE	G4G5Q	S1
Rubus setosus	Small Bristleberry		SE	G5	S1
Salix serissima	Autumn Willow		ST	G4	S2
Scheuchzeria palustris ssp. americana	American Scheuchzeria		SE	G5T5	S1
Schoenoplectus smithii	Smith's Bulrush		SE	G5?	S1
Scirpus subterminalis	Water Bulrush		SR	G4G5	S2
Selaginella apoda	Meadow Spike-moss		WL	G5	S1
Silene regia	Royal Catchfly		ST	G3	S2

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# Indiana County Endangered, Threatened and Rare Species List

## County: St. Joseph

Species Name	Common Name	FED	STATE	GRANK	SRANK
Sorbus decora	Northern Mountain-ash		SX	G4G5	SX
Sparganium androcladum	Branching Bur-reed		ST	G4G5	S2
Stipa avenacea	Blackseed Needlegrass		SR	G5	S2
Strophostyles leiosperma	Slick-seed Wild-bean		ST	G5	S2
Tofieldia glutinosa	False Asphodel		SR	G4G5	S2
Triglochin palustris	Marsh Arrow-grass		SR	G5	S2
Utricularia cornuta	Horned Bladderwort		ST	G5	S2
Utricularia purpurea	Purple Bladderwort		SR	G5	S2
Vaccinium oxycoccos	Small Cranberry		ST	G5	S2
Valeriana uliginosa	Marsh Valerian		SE	G4Q	S1
Valerianella chenopodiifolia	Goose-foot Corn-salad		SE	G5	S1
Viburnum cassinoides	Northern Wild-raisin		SE	G5T5	S1
Viola primulifolia	Primrose-leaf Violet		ST	G5	S2
Xyris difformis	Carolina Yellow-eyed Grass		ST	G5	S2
<b>High Quality Natural Community</b>					
Forest - floodplain wet-mesic	Wet-mesic Floodplain Forest		SG	G3?	S3
Forest - upland dry-mesic	Dry-mesic Upland Forest		SG	G4	S4
Forest - upland mesic	Mesic Upland Forest		SG	G3?	S3
Lake - pond	Pond		SG	GNR	SNR
Prairie - wet	Wet Prairie		SG	G3	S1
Wetland - fen	Fen		SG	G3	S3
Wetland - flat muck	Muck Flat		SG	G2	S2
Wetland - marsh	Marsh		SG	GU	S4
Wetland - meadow sedge	Sedge Meadow		SG	G3?	S1
Wetland - swamp forest	Forested Swamp		SG	G2?	S2
Wetland - swamp shrub	Shrub Swamp		SG	GU	S2

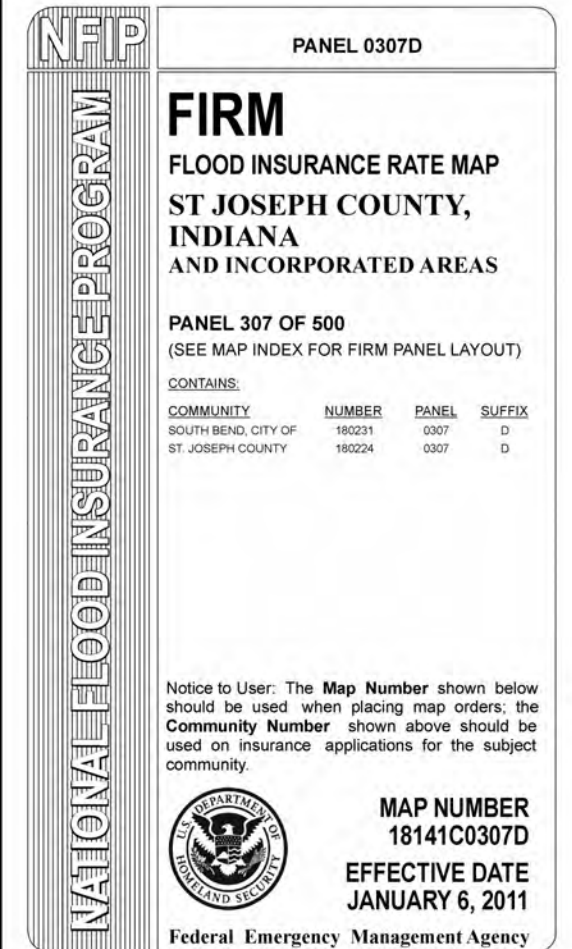
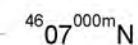
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## **Appendix D: Water Resources**

D1	FEMA Floodplain Map
D2	USFWS National Wetlands Inventory Map
D3	IDEM Wellhead Proximity Determinator
D4	IDNR Water Wells Records Map





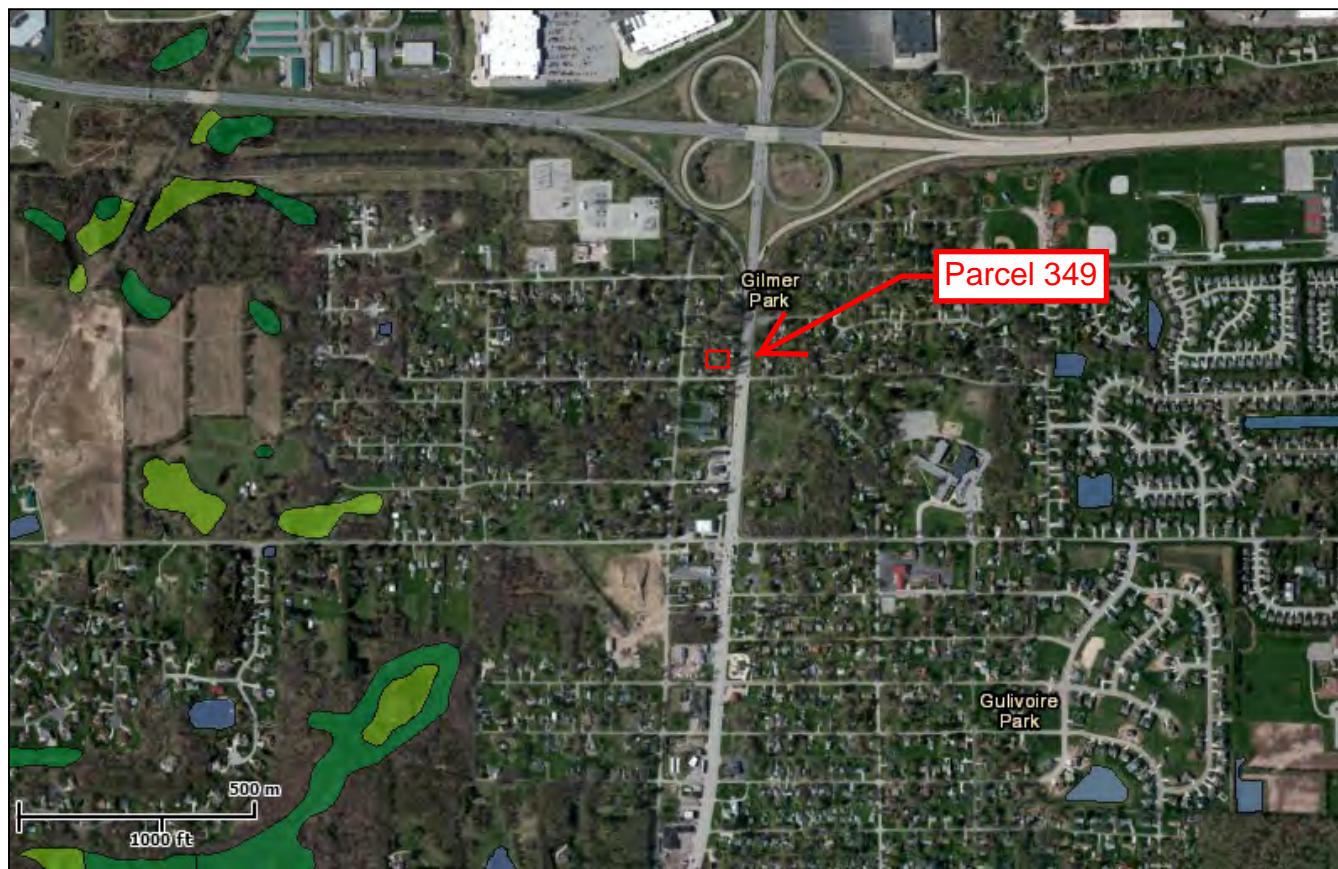
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)





## U.S. Fish and Wildlife Service National Wetlands Inventory

Jan 14, 2014

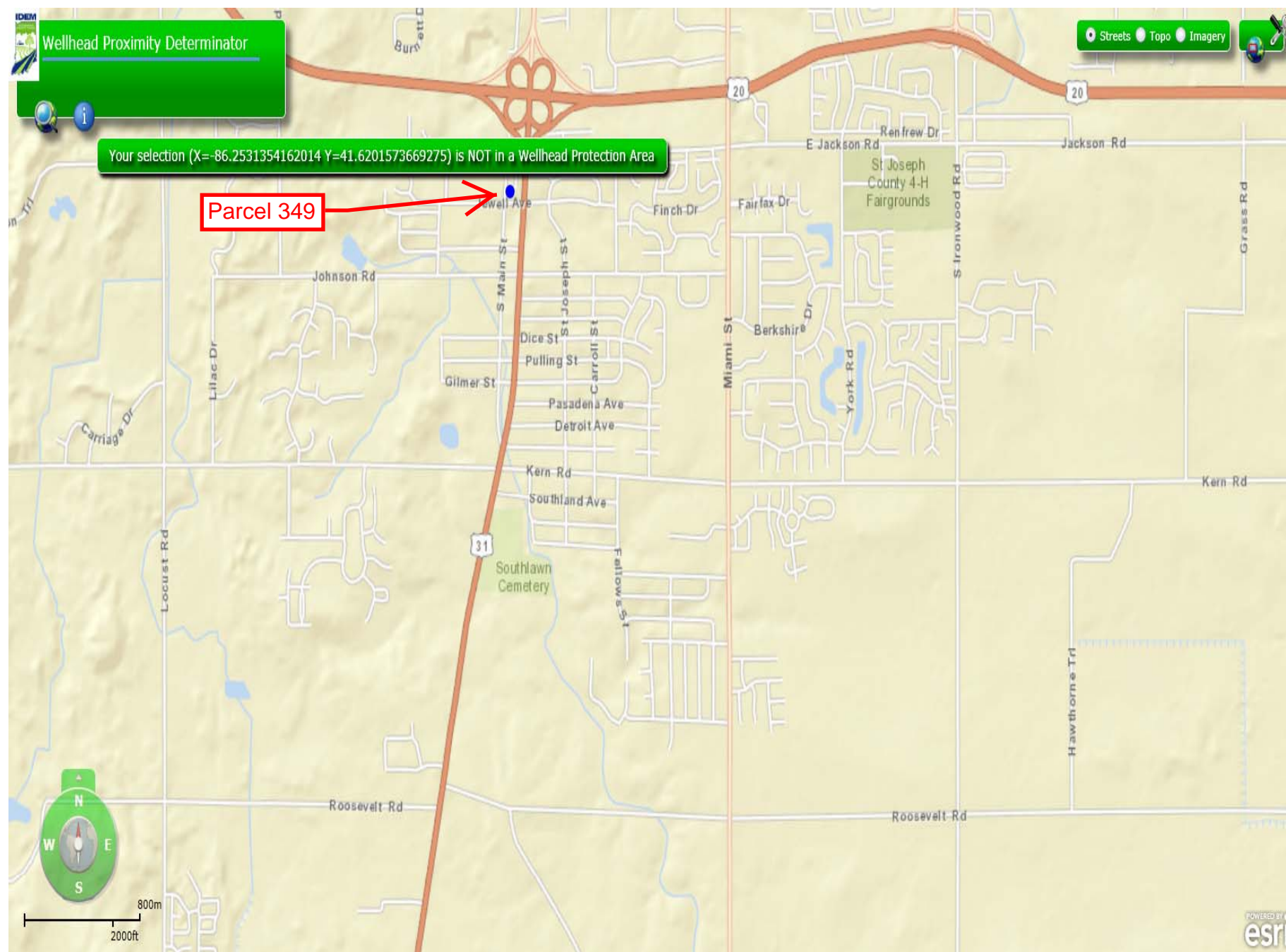


### Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

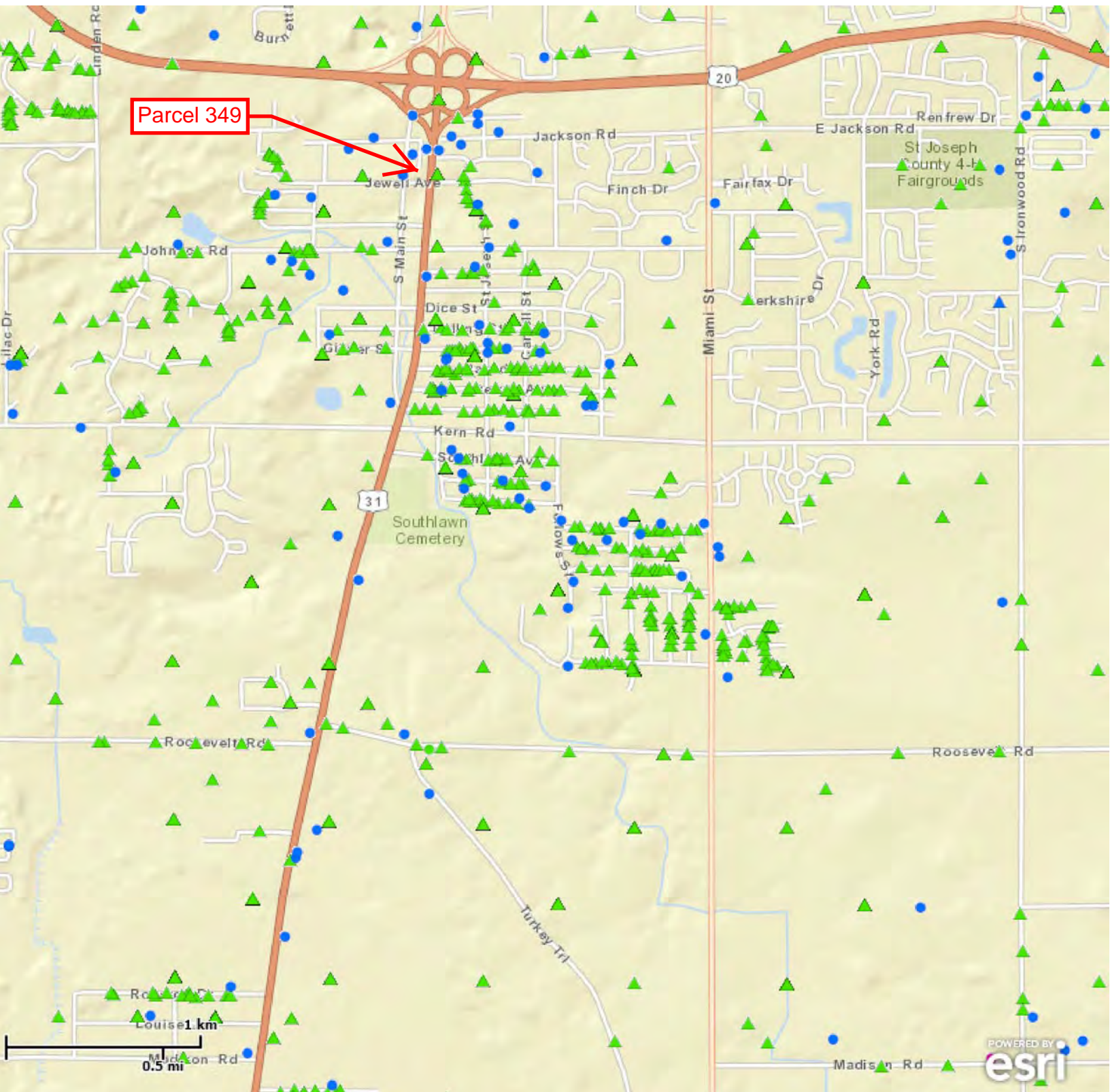
User Remarks:





# Water Wells Records Map

Indiana Dept. of Natural Resources



Copyright 2012 Indiana Dept. of Natural Resources. Tue Jan 14 2014 02:52:52 PM.

## **Appendix E: Parcel Documentation**

E1-E7                      Specific Parcel Information





**INDIANA DEPARTMENT OF TRANSPORTATION**  
*Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204

PHONE: (317) 232-5005  
FAX: (317) 233-3055

**Michael R. Pence., Governor**  
**Karl B. Browning, Commissioner**

November 9, 2013

MEMORANDUM

TO: Ken McMullen, Environmental Services  
THRU: Chris Andrews, Environmental Services  
THRU: Ron Bales, Environmental Services  
FROM: Steve Catron, Excess Land Team  
Real Estate Division

SUBJECT: Request for Archaeological Clearance, Hazardous Waste Survey & CE to Dispose of Excess. This property is EXCESS R/W. The District has determined the property to be excess.

Project: 1537023  
Parcel(s): 349  
Code: 5278  
County: St. Joseph  
Road: US 31

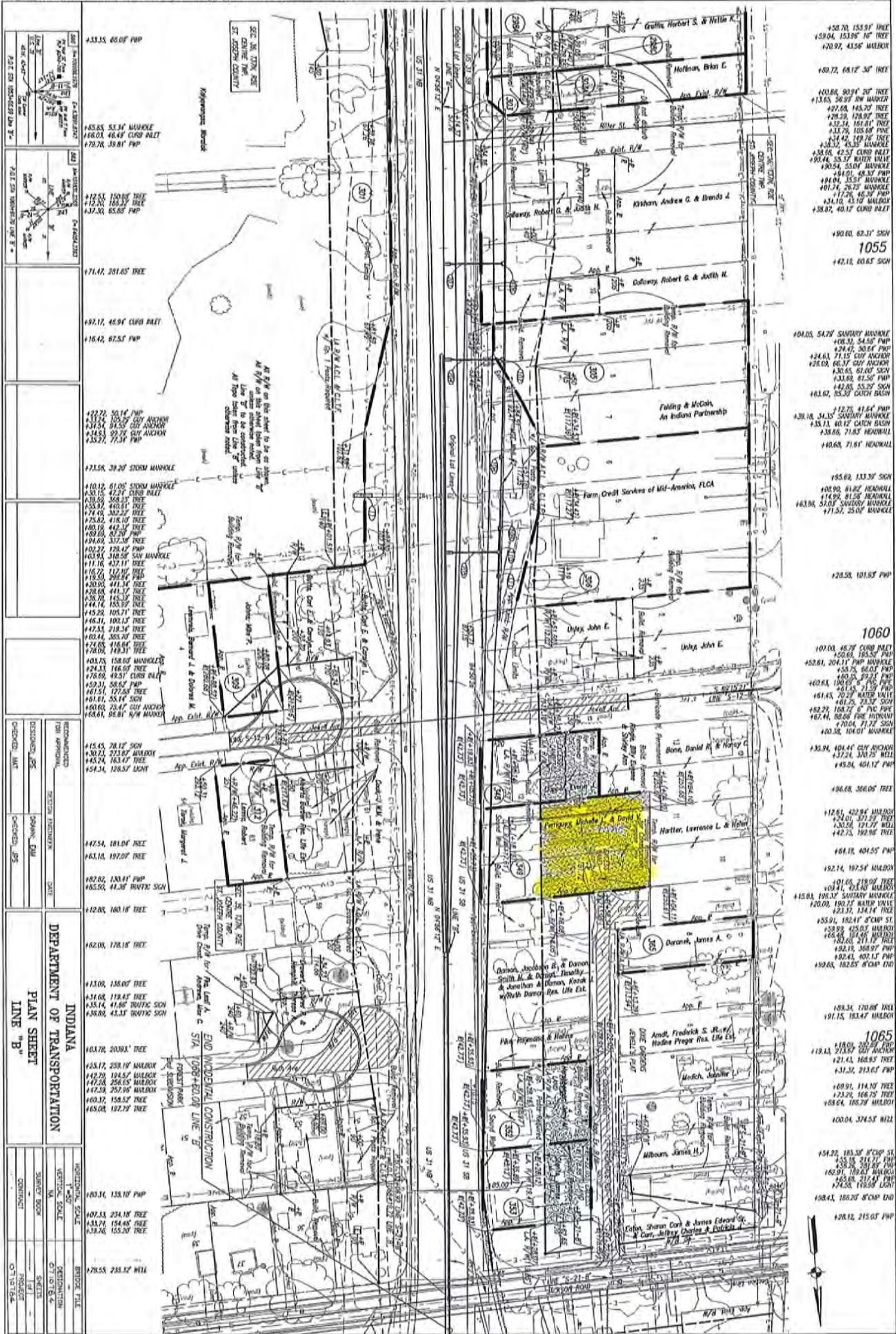
**Expected time of completion of the above activities is December 16, 2013**

This Division desires to proceed with the disposal of the subject properties, unless there is some indication that the disposal of this property would not be in the best interest of the State. **Also, please obtain a clearance letter from the Department of Natural Resources, if needed.**



PACKET PLAN SHEET  
FOR CORNER 5278  
PARCEL-309  
10/20/11

File Name: P:\1000\07-431-415 (1031400 to 1000100 MARINE 2.dwg) 7 Plan and Profile\PP MARINE 2.dwg Plot Date: 10/25/2011 Plotted By: Wagon, Andrea

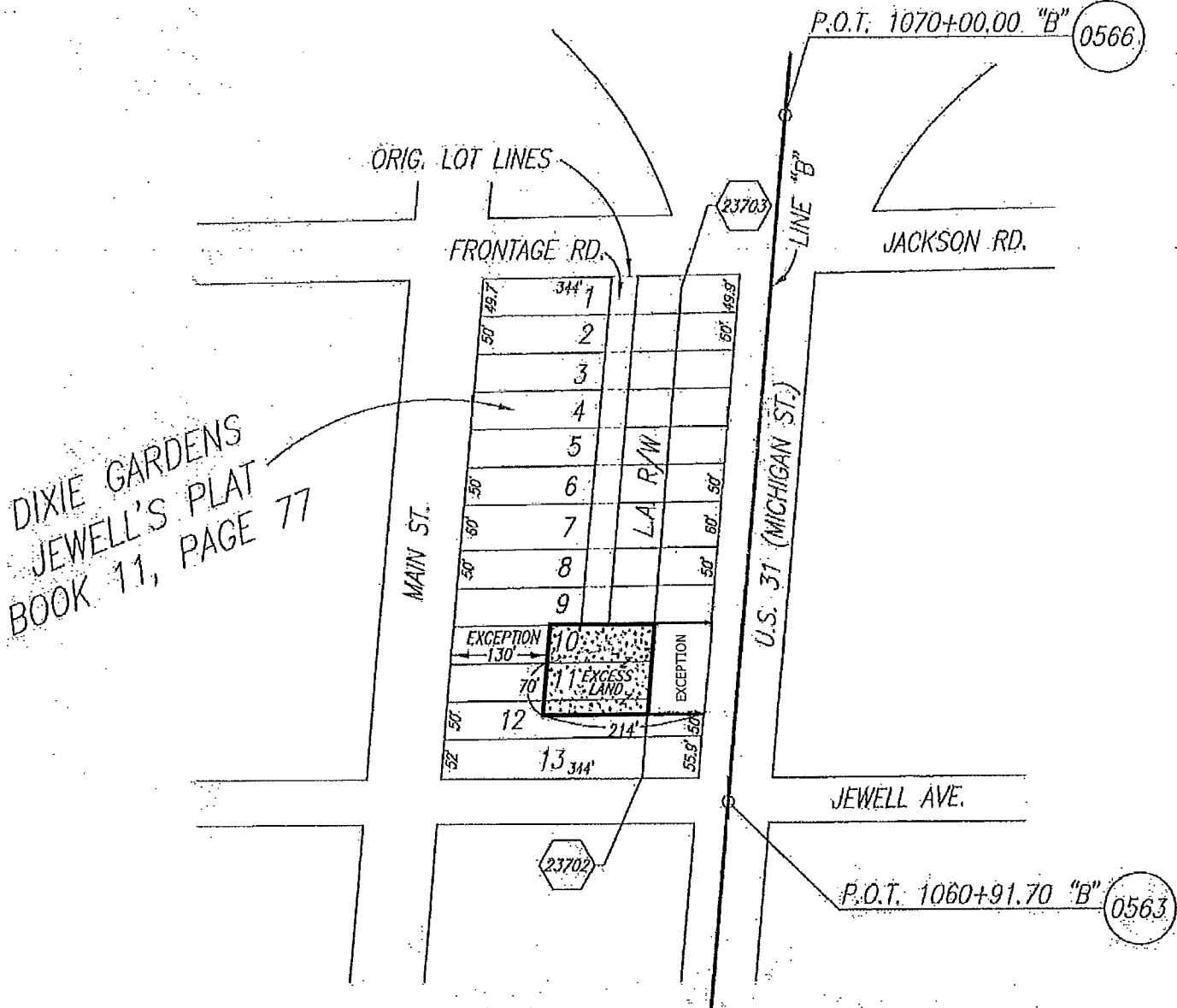


- +58.70, 153.91' TREE
- +59.04, 153.91' 10" TREE
- +70.97, 43.56' WALKWAY
- +59.72, 68.12' 30" TREE
- +103.64, 90.91' 20" TREE
- +13.65, 56.97' NW WALKWAY
- +27.64, 145.37' TREE
- +28.29, 128.97' TREE
- +32.34, 151.41' TREE
- +32.78, 105.64' PINE
- +34.42, 187.14' TREE
- +34.78, 43.55' WALKWAY
- +38.66, 42.57' CURB INLET
- +50.44, 55.17' WATER VALVE
- +50.54, 55.04' WALKWAY
- +51.01, 48.37' PWP
- +51.04, 155.1' WALKWAY
- +51.74, 55.29' WALKWAY
- +57.26, 46.37' PWP
- +58.10, 43.56' WALKWAY
- +58.67, 40.12' CURB INLET
- +90.60, 62.31' SIGN
- 1055
- +42.16, 60.65' SIGN
- +104.05, 54.29' SANDWICH WALKWAY
- +108.32, 54.52' PWP
- +124.45, 30.64' PWP
- +124.61, 71.15' CURB ANCHOR
- +125.03, 60.57' CURB ANCHOR
- +130.65, 61.07' SIGN
- +133.02, 61.56' PWP
- +142.85, 45.29' SIGN
- +163.67, 55.37' DITCH BASIN
- +127.75, 41.64' PWP
- +130.18, 54.35' SANDWICH WALKWAY
- +131.11, 40.17' CATCH BASIN
- +138.66, 71.87' WALKWAY
- +140.65, 71.87' WALKWAY
- +155.62, 133.39' SIGN
- +107.93, 61.82' WALKWAY
- +11.94, 61.58' WALKWAY
- +63.84, 57.05' SANDWICH WALKWAY
- +71.57, 25.07' WALKWAY
- +128.58, 101.83' PWP
- 1060
- +107.00, 46.78' CURB INLET
- +107.00, 155.37' PWP
- +126.61, 204.11' PWP WALKWAY
- +154.75, 66.07' PWP
- +160.63, 180.07' PWP
- +161.45, 71.15' PWP
- +161.45, 71.15' PWP
- +161.75, 23.37' SIGN
- +162.24, 168.17' PWP
- +167.44, 168.17' PWP
- +170.04, 71.72' SIGN
- +180.38, 104.01' WALKWAY
- +182.34, 401.41' CURB ANCHOR
- +172.24, 300.25' WELL
- +185.84, 401.12' PWP
- +194.68, 36.05' TREE
- +126.61, 422.84' WALKWAY
- +126.61, 101.17' TREE
- +130.58, 121.77' WELL
- +142.75, 192.98' TREE
- +168.18, 401.57' PWP
- +182.14, 192.54' WALKWAY
- +101.68, 218.97' TREE
- +104.41, 121.40' WALKWAY
- +158.84, 180.37' SANDWICH WALKWAY
- +160.08, 190.75' WATER VALVE
- +123.37, 134.14' TREE
- +155.91, 152.41' 8" CMP ST.
- +158.91, 455.05' WALKWAY
- +158.91, 121.40' WALKWAY
- +162.19, 151.17' TREE
- +162.19, 368.97' PWP
- +162.43, 402.15' PWP
- +192.63, 162.65' 8" CMP END
- +189.34, 170.07' TREE
- +191.15, 183.47' WALKWAY
- 1065
- +118.14, 118.07' PWP
- +121.41, 168.57' TREE
- +131.32, 214.67' PWP
- +169.91, 114.10' TREE
- +172.19, 166.75' TREE
- +183.64, 105.29' WALKWAY
- +100.04, 374.57' WELL
- +151.22, 183.35' 8" CMP ST.
- +153.18, 301.89' PWP
- +162.91, 214.67' PWP
- +174.58, 119.58' LIGHT
- +188.43, 166.25' 8" CMP END
- +126.12, 215.07' PWP

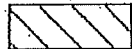
5278-349

EXHIBIT "B"  
 RIGHT-OF-WAY PARCEL PLAT  
 Prepared for The Indiana Department of Transportation  
 by United Consulting (Job No. 07-431-88)

SHEET 1 OF 2  
 0 50 100 200  
 SCALE: 1" = 200'



OWNER : PERRIGUEY, MICHELLE L. ET VIR.  
 PARCEL : 349  
 CODE : 5278  
 PROJECT : 0710784  
 ROAD : U.S. 31  
 COUNTY : ST. JOSEPH  
 SECTION : 35  
 TOWNSHIP : 37N.  
 RANGE : 2E.



HATCHED AREA IS THE  
 APPROXIMATE TAKING

DRAWN BY: K.I. CARR 5-17-11  
 CHECKED BY: T.J. COOMES 5-18-11  
 DES: 0710784

INSTRUMENT NO. 1209541 Recorded 4/3/12  
 Drawing Revised 10-29-13 JHG

Dimensions shown are from the above listed Record Documents.

## PARCEL COORDINATE CHART

Point	Line	Station	Offset	NORTH	EAST
0563*	N/A	-----	-----	-----	-----
0566*	N/A	-----	-----	-----	-----
23702	"B"	1061+15.00	117.16' LT.	101864.5221	63939.5190
23703	"B"	1067+62.65	120.00' LT.	102510.0141	63992.4222

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST  
COORDINATES AND BEARINGS & DISTANCES.

\* SEE LOCATION CONTROL ROUTE SURVEY PLAT.

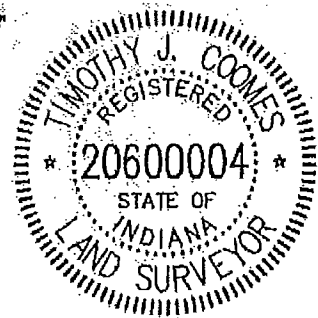
## SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument No. 0654538 in the Office of the Recorder of St. Joseph County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

Given under my hand and seal

5/23/11  
Date

*Timothy J. Coomes*  
TIMOTHY J. COOMES  
Registered Land Surveyor No. 20600004  
State of Indiana



OWNER : State of Indiana  
PARCEL : 349  
CODE : 5278  
PROJECT : 0710784  
ROAD : U.S. 31  
COUNTY : ST. JOSEPH  
SECTION : 35  
TOWNSHIP : 37N.  
RANGE : 2E.

DRAWN BY: K.I. CARR 5-17-11  
CHECKED BY: T.J. COOMES 5-18-11  
DES: 0710784

## EXHIBIT "A"

**Project: 0710784**  
**Code: 5278**  
**Parcel: 349 Excess Land**

Sheet 1 of 2

A part of the recorded plat of Jewell's Plat of Dixie Gardens, recorded in Plat Book 11, page 77 in the Office of the Recorder of St. Joseph County, Indiana, described as follows: Lot Numbered Ten (10), excepting therefrom 130 feet off the West end of said lot, also a part of Lots Numbered Eleven (11) and Twelve (12), which part is bounded by a line running as follows: **Beginning** at the Northeast corner of said Lot 11, thence running West on the North line of said Lot 11 a distance of 214 feet; thence Southerly on a line parallel with the Michigan Road, a distance of 70 feet; thence East on a line parallel with the North line of said Lot 11, a distance of 214 feet to the East line of Lot 12 and the West line of said Michigan Road; thence Northerly along the West line of said Road, 70 feet to the place of **Beginning**.

The foregoing description was quoted from Instrument Number 9531535 in the Office of the Recorder of St. Joseph County, Indiana.

**Excepting therefrom: Beginning** at the northeast corner of Lot 10 of Jewell's Plat of Dixie Gardens; recorded in Plat Book 11, page 77 in the Office of the Recorder of St. Joseph County, Indiana, thence along the west boundary of U.S. 31 (Michigan Road) South 04 degrees 56 minutes 12 seconds West 120.00 feet to the southeast of the Perriguet tract, as described in said Instrument Number 9531535; thence along the south line of said Instrument South 89 degrees 08 minutes 15 seconds West 75.18 feet; thence North 04 degrees 41 minutes 07 seconds East 119.95 feet to the north line of said Instrument; thence along the north line of said Instrument North 89 degrees 08 minutes 09 seconds East 75.71 feet to the **Point of Beginning**.



**TOGETHER** with the permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility (to be known as U.S. 31 and as project 0710784) to and from the grantor's abutting lands along the North 04 degrees 41 minutes 07 seconds East 119.95 foot course described above.

Less exception, contains 16,542 square feet, more or less.



This description was prepared for the  
Indiana Department of Transportation  
On the 30<sup>th</sup> day of October, 2013

By Jeffrey H. Gustke  
Jeffrey H. Gustke  
Indiana Professional Land Surveyor  
License Number 29900004



**EXHIBIT D**

**Hold Harmless Affidavit**

STATE OF INDIANA       )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Comes now the Affiant(s), \_\_\_\_\_, and swear and affirm to the following:.

- 1)       That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Affiant's printed name

\_\_\_\_\_

Affiant's signature

State of Indiana       )  
  ) SS:  
County of \_\_\_\_\_ )

Subscribed and sworn to before me a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

A Resident of \_\_\_\_\_ County Indiana  
My Commission expires: \_\_\_\_\_